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**COUNTY OF LOS ANGELES
DEPARTMENT OF BEACHES AND HARBORS**



STAN WISNIEWSKI
DIRECTOR

KERRY GOTTLIEB
CHIEF DEPUTY

April 3, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**CONTRACT FOR MARINA DEL REY WATER BUS SERVICE
(FOURTH DISTRICT)
(3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the Marina del Rey water bus service is categorically exempt under the California Environmental Quality Act pursuant to classes 4 (f) and (j) and 23 of the County's Environmental Document Reporting Procedures and Guidelines.
2. Approve award of and instruct the Chair to sign a contract with Pacific Adventure Cruises, Inc. (Pacific) for Marina del Rey water bus service from May 16, 2003 through September 1, 2003, at a County cost not to exceed \$207,900; and authorize the Director of Beaches and Harbors to increase the contract sum of \$207,900 by a sum not exceeding 20 percent during the term of the contract in the event the service area/hours increase.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the contract will enable the Department to provide water bus service in Marina del Rey on a pilot project basis, providing residents and visitors with water transportation between four points in the Marina. By providing direct access to the water, as well as itself being a water activity, the program will attract visitors and encourage leisurely weekend use of the Marina as a tourist destination, thereby increasing patronage of retail restaurants and other amenities and, therefore, revenue

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to the County. In addition, it will provide an alternative form of transportation for residents in the Marina, as well as provide bicyclists with improved public safety in the Marina by allowing them to avoid a portion of busy Washington Boulevard and the crossing of several Marina roads, thereby serving as an alternate connection to the South Bay Bicycle Trail (coastal bike path).

Implementation of Strategic Plan Goals

The water bus service provided by the contractor will promote and further the Board-approved Strategic Plan Goals of Service Excellence, by meeting the Departmental objective to facilitate enhanced use of County facilities and providing a transportation alternative, and Fiscal Responsibility, by strengthening the County's fiscal capacity by increasing its revenue from Marina del Rey.

FISCAL IMPACT/FINANCING

The total compensation for the entire term of the water bus service is not to exceed \$207,900. The Department has been successful in securing a loan from the Quality and Productivity Commission's Productivity and Investment Fund (PIF) to fund the program. Repayment will be made by 2008. Revenue generated from additional visitors in the Marina will help to repay the loan. The Department has also applied for a grant from the Coastal Conservancy that, if approved, would fully fund the program at no cost to the County.

The attached contract amount covers service at four docking sites. The Department is presently negotiating with the Fire Department for use of the fourth site. We anticipate approval before the start date of the contract. In the event the fourth docking site is not approved, the contract includes a provision that would decrease the contract price by \$14,850, the contractor's bid price for a docking assistant that is required for each dock site.

In either event, to compensate the contractor in case the service area/hours covered by the contract are expanded after the start date of the contract, the Director may by written notice to the contractor increase the maximum compensation by up to 20 percent during the term of the contract. Should the service area/hours decrease, compensation will be reduced based on the quoted hourly rates.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contract with Pacific is for water bus service for a term from May 16, 2003 through September 1, 2003 (Memorial Day through Labor Day weekends). The service will include four docking locations in the Marina at Fisherman's Village, Burton Chace Park, Marina Beach/Parcel 91 Dock and Fire Dock/Parcel 129. The service will be provided on Friday, from 5:00 p.m. to 10:00 p.m., Saturday and Sunday, from 10:00 a.m. to 10:00 p.m., and two Monday holidays, Memorial Day (May 26, 2003) and Labor Day (September 1, 2003), from 10:00 a.m. to 10:00 p.m. The hours will also be extended on Friday, July 4, 2003, from 10:00 a.m. to 10:00 p.m. The Department will use the experience from this pilot program to determine how best to provide long-term water bus service in the Marina.

The contractor will bill for the water bus service at fixed hourly rates up to a maximum of \$207,900. The contract will provide two water buses operating simultaneously, one in a clockwise and one in a counter-clockwise route, to provide service to each stop on approximately 20 - 30 minute intervals. The contractor is limited to charging a \$1 fee per passenger, per trip. The contractor is to provide two water bus operators, two water bus operator assistants, and four docking assistants. But for the potential 20 percent increase in compensation in the instance of increased service area/hours, the contractor will not be asked to perform services that will exceed the approved contract amount, scope of work and contract dates.

The contract contains the County's standard provisions regarding contractor obligations and is in compliance with all Board, Chief Administrative Office and County Counsel requirements.

The contract is not subject to the County's Living Wage Ordinance since the services are of a technical nature and are being utilized on a temporary basis.

The contract has been approved as to form by County Counsel. The CAO's Risk Management Office has approved the insurance coverage, indemnification, and liability provisions included in the contract.

The Department is currently in discussions with the California Coastal Commission (Commission) requesting an exemption from the requirement for a Coastal Development Permit (CDP). The request is based on the fact that an exemption was granted for the program last year, and this year's program, aside from an additional

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boat, extended hours, and an extra stop, is basically identical. Should the Commission decline to issue an exemption, the Department will assist Pacific in obtaining a CDP from the Commission.

The Small Craft Harbor Commission is scheduled to consider the contract at its meeting of April 9, 2003, and we will advise your Board of the Commission's recommendation prior to your consideration of the contract.

ENVIRONMENTAL DOCUMENTATION

Because the water bus service will at most involve only minor alterations to existing mooring facilities, this pilot project is categorically exempt under the California Environmental Quality Act (CEQA) pursuant to classes 4 (f) and (j) and 23 of County's Environmental Document Reporting Procedures and Guidelines.

CONTRACTING PROCESS

The Department conducted a Request for Proposals (RFP) process in selecting its proposed contractor. This contract solicitation was advertised in the Argonaut, the Culver City Star, the Daily Breeze, the Eastside Sun, the Los Angeles Daily News, the Los Angeles Sentinel, the Los Angeles Times, and the Santa Monica Observer. The opportunity was also advertised on the County's Bid Web page (Attachment 1), as well as the Department's own Internet site. The RFP was sent out by direct mail to a list of 28 water vessel operators (Attachment 2). In addition, an inquiry to the Office of Affirmative Action Compliance indicated one County-certified Community Business Enterprise (CBE) vendor for this service, who was also sent an RFP.

Three of the firms submitted proposals. All three proposals met the RFP's minimum requirements and were evaluated.

A four-person evaluation committee composed of one staff member from the Department's Community and Marketing Services Division, a member of the Los Angeles Sheriff's Department Harbor Patrol, a representative from the Chief Administrative Office and a Long Beach Transit Service Development Planner evaluated the three proposals based on a weighted evaluation of: (1) price, 45 percent; (2) approach to contract requirements, 20 percent; (3) experience and organizational resources, 20 percent; and (4) references, 15 percent.

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Of the three proposers, Pacific's proposal was rated the most responsible and responsive. In addition, Pacific's price was the lowest of the three proposals. Pacific performed a less extensive Marina del Rey water bus service last year under a grant from the Coastal Conservancy, funded through Environment Now, a non-profit agency, and did so in a satisfactory manner; therefore, Pacific is already familiar with water bus operations in Marina del Rey.

Attachment 3 details the minority and gender composition of the proposers. None is a CBE. However, on final analysis and consideration of award, Pacific was selected without regard to gender, race, creed or color.

The contract allows no cost of living adjustment (COLA) in the contractor's rate of compensation.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Department is not currently providing this water bus service, so this program will be an enhancement in services to the residents of and visitors to Marina del Rey.

CONCLUSION

Instruct the Executive Officer to send two executed copies of the contract to the Department of Beaches and Harbors.

Respectfully submitted,


Stan Wisniewski, Director

SW:hh

Attachments (3)

C: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor-Controller

Bid Detail Information

Bid Number : DBH-3

Bid Title : Marina del Rey Water Bus Service

Bid Type : Service

Department : Beaches and Harbors

Commodity : SHIP OR FERRY SERVICES - PASSENGER

Open Date : 1/29/2003

Closing Date : 3/3/2003 12:00 PM

Bid Amount : N/A

Bid Download : Available

Bid Description : The Department of Beaches and Harbors is seeking a qualified and experienced provider/operator of a water bus service to operate in Marina del Rey on weekends from May 16, 2003 through September 1, 2003 (Labor Day).

A MANDATORY Proposers' Conference will be held at 9:00 a.m. on Tuesday, February 18, 2003 at the Chace Park Community Building, 13650 Mindanao Way, Marina del Rey.

The deadline for submittal of Proposals will be 12:00 Noon, March 3, 2003.

An RFP may be downloaded from this website or obtained by contacting Harold Harris at the phone number or email address below.

Contact Name : Harold Harris

Contact Phone# : (310) 577-5736

Contact Email : haroldh@dbh.co.la.ca.us

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VENDORS SENT WATER BUS RFP

Greg Bombard
Catalina Express
Berth 95
San Pedro, CA 90731
Phone: (310) 519-7971
FAX: (310) 548-7389
Email mail@catalinaexpress.com

Marina Sportfishing
Dock 52, Fiji Way
Marina del Rey, CA 90292
Phone: (310) 822-3625
Email: info@mdrbait.com

Blue and Gold Fleet
Pier 41, Marine terminal
San Francisco, CA 94133
Phone: (415) 705-8200

Kevin Lorton
Hornblower Charters
13755 Fiji Way
Marina del Rey, CA 90292
Phone: (310) 301-6000
Fax: (949) 646-5924
Email: klorton@hornblower.com

Fantasea Yacht Charters
4215 Admiralty Way
Marina del Rey, CA 90292
Phone: (310) 827-7220
Fax: (310) 827-7453

Marshall Duffield
Duffy Boats
17260 Muskrat Avenue
Adelanto, CA 92310
Phone: (800) 645-1044

Ralph Rodheim
Rodheim Marketing Group
125 East Baker Street
Suite 266
Costa Mesa, CA 92626
Phone: (714) 557-5100
Fax: (714) 557-5109
Email: Ralph@rodheim-marketing.com

Richard S. Stevens
Bellport Group
301 Shipyard Way
Newport Beach, CA 92663
Email: dstevens@bellportgroup.com

Dave Myerson
Environment Now
2515 Wilshire Boulevard
Santa Monica, CA 90403
Phone: 829-5568
Fax: (310) 829-6820
Email: dmyerson@environmentnow.org

Peter Mozie (CBE)
AA Shipping, LLC
15675 Hawthorne Boulevard
Suite A
Lawndale, CA 90260
Phone: (310) 675-8591
Fax: (310) 675-8713

Seymore Beek
Balboa Island Ferry
410 South Bay Front
Balboa Island, CA 9262
(949) 675-9822
sbeek@earthlink.net

Steve Kofahl
Pacific Adventures
23444 Gilmore Street
West Hill, CA 91307

Stuart Hirsch
3760-3 Vista Campana
Oceanside, CA 92057

Tony Elliott
Seaplanes, Inc.
7161 Alameda Avenue
Goleta, CA 93117

Robert W. Cristoph
RCI Marine, Inc.
300 Alton Road
Suite 303
Miami Beach, FL 33139
(305) 672-5588
Fax: (305) 673-5995

Angel Island Tiburon Ferry, Inc.
1956 Centro West
Tiburon, CA 94920

Catalina Classic Cruises, Inc.
2385 Shelter Island Drive
San Diego, CA 92106
(619) 222-4255

Catalina Explorer Company, Inc.
517 Calle de Soto
San Clemente, CA 92672
(949) 492-5308

Catalina Freight Line
Berth 184
Wilmington, CA 90744

Catalina Island Water Trans Co.
P.O. Box 92766
Long Beach, CA 90809
(310) 510-0409

Catalina Passenger Service, Inc.
400 Main Street
Balboa, CA 92661

Del Valle Park Company
2150 Main Street
Suite 5
Red Bluff, CA 96080
(916) 529-1512

Hornblower Yachts, Inc.
Pier 3 Ferryboat Santa Rosa
San Francisco, CA 94111
(415) 394-7999

Island Boat Service
P.O. Box 2375
Avalon, CA 90704

Red and White Ferries, Inc.
Pier 43 ½, The Embarcadero
San Francisco, CA 94111
(415) 447-0591

San Diego Harbor Ferry
P.O. Box 120751
San Diego, CA 92112
(619) 238-1000

So. Cal. Ship Services
971 South Seaside, Ave
Terminal Island, CA 90731
(310) 519-8411

Westar Marine Services
Pier 50, Shed C
San Francisco, CA 94107
(415) 495-3191

**WATER BUS SERVICE PROPOSERS
FIRM/ORGANIZATION INFORMATION**

ATTACHMENT 3

PROPOSER	COMPOSITION	OWNERS/ PARTNERS/ ASSOCIATE PARTNERS		MGRS		STAFF		TOTAL	% OWNERSHIP	
		M	F	M	F	M	F		M	F
Pacific Adventure Cruises	Black/African American							0		
	Hispanic/Latino							0		
	Asian or Pacific Islander							0		
	Amer. Indian/Alaska Native							0		
	Filipino American							0		
	White	3	1					4	67	33
	TOTALS	3	1					4	67	33
Hornblower Cruises and Events	Black/African American			1	4	9	8	22		
	Hispanic/Latino			5	3	153	43	204		
	Asian or Pacific Islander			1	1	38	19	59		
	Amer. Indian/Alaska Native							0		
	Filipino American							0		
	White	1		25	17	208	142	393	100	
	TOTALS	1	0	32	25	408	212	678	100	0
So Cal Ship Services	Black/African American					6		6		
	Hispanic/Latino			2	1	10		13		
	Asian or Pacific Islander					1		1		
	Amer. Indian/Alaska Native					1		1		
	Filipino American					2		2		
	White	1		1		18		20	100	
	TOTALS	1	0	3	1	38	0	43	100	0

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR MARINA DEL REY WATER BUS SERVICE**

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**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR MARINA DEL REY WATER BUS SERVICE**

PART ONE – GENERAL CONDITIONS

1.1 INTRODUCTION

1.1.1 Parties. This Contract is entered into by and between the County of Los Angeles (the “County”) and Pacific Adventure Cruises, Inc. (the “Contractor”).

1.1.2 Recitals. The Contract is intended to integrate within one document the terms for the Marina del Rey water bus services to be performed for the County by the Contractor. The Contractor represents to the County that the express representations, certifications, assurances and warranties given in this Contract, including but not limited to those in Sections 3.2, 3.3, 3.4, 3.6, 3.21 and 3.31 and in Form P-1 (Offer to Perform and Price Proposal) and Form P-2 (Proposer’s Work Plan) are true and correct. The Contractor further represents that the express representations, certifications, assurances and warranties given by the Contractor in response to the Request for Proposals are true and correct, including but not limited to Forms P-3, P-4, P-5, P-6, P-8, and P-9 submitted with the Contractor’s Proposal.

1.1.3 Effective Date. The effective date of this Contract shall be the later of May 16, 2003 or the date of Board approval.

1.1.4 Contract Provisions. The Contract is comprised of this Part 1 (General Conditions), Part 2 (Statement of Work), Part 3 (Standard Contract Terms and Conditions), Form P-1 (Offer to Perform and Price Proposal), and Form P-2 (Work Plan), Exhibit 1 (Performance Requirement Summary Chart), Exhibit 2 (Contract Discrepancy Report), Exhibit 3 (IRS Notice 1015) and Exhibit 4 (Safely Surrendered Baby Law), all of which are attached to this Contract and incorporated by reference. It is the intention of the parties that when reference is made in this Contract to the language of the Request for Proposals (RFP), the Exhibits or the Proposal, such language shall be deemed incorporated in the Contract as if fully set forth. To the extent there is any inconsistency between the language in Forms P-1 and P-2 and

any other part of the Contract, the language of such other part of the Contract shall prevail.

1.1.5 Work to be Performed. Contractor shall perform the work set forth in Part 2 and Form P-2.

1.1.6 Rescission. The County may rescind the Contract for the Contractor’s misrepresentation of any of the matters mentioned in Section 1.1.2. In the case of a misrepresentation of the facts set forth in Section 3.6, a penalty may be assessed in the amount of the fee paid by the Contractor to a third person for the award of the Contract.

1.1.7 Supplemental Documents. Prior to commencing services under the Contract, the selected Proposer shall provide the Contract Administrator with satisfactory written proof of insurance complying with Section 3.9.

1.2 INTERPRETATION OF CONTRACT

1.2.1 Headings. The headings contained in the Contract are for convenience and reference only. They are not intended to define or limit the scope of any provision of the Contract.

1.2.2 Definitions. The following word shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used.

Board, Board of Supervisors. The Board of Supervisors of Los Angeles County.

Chief, Planning Division. The Chief of the Department’s Planning Division.

Contract. An agreement for performance of the work between the selected Proposer and the County, approved by the Board of Supervisors, which incorporates the items enumerated in Section 1.1.4.

Contract Administrator. The Chief, Planning Division or designee.

Contractor. The Proposer whose Proposal is accepted by the Board of Supervisors for performance of the Contract work.

County. The County of Los Angeles.

County Counsel. The Los Angeles County Counsel.

Department. The Los Angeles County Department of Beaches and Harbors.

Director. The Director of the Department.

Offer to Perform. Form P-1 of the Contract.

Performance Standard. The essential terms and conditions for the performance of the Contract work as defined in the Contract.

Proposer. Any person or entity authorized to conduct business in California who submits a Proposal.

Request for Proposals (RFP). The solicitation to this Contract issued January 29, 2003.

Subcontractor. A person, partnership, company, corporation, or other organization furnishing services to the Contractor, at any tier, under written agreement.

1.3 CONTRACT TERM

1.3.1 Initial Term. The initial Contract term shall commence on the later of May 16, 2003 or the date of approval of the Contract by the Board of Supervisors and end on September 1, 2003 (Labor Day).

1.3.2 Survival of Obligations. Notwithstanding the stated term of the Contract, some obligations assumed in the Contract shall survive its termination, such as, but not limited to, the Contractor's obligation to retain and allow inspection by the County of its books, records and accounts relating to its performance of the Contract work.

1.4 COMPENSATION

1.4.1 Contract Sum. The net amount the County shall expend from its own funds during the Contract term for water bus services shall not exceed \$207,900. The County may at its discretion expend any portion, all or none of that amount.

1.4.2 Increase of Contract Sum by Director.

Notwithstanding Section 1.4.1, the Director may, by written notice, increase the \$207,900 sum referenced in Section 1.4.1 by up to 20 percent during the Contract term, subject to the availability of the funds in the Department's budget. The Contract Sum so increased shall not exceed \$249,480.

1.4.3 Decrease of Contract Sum by Director.

Notwithstanding Section 1.4.1, the Director may, by written notice, decrease the Contract Sum to accommodate a decrease in staffing and/or working hours in accordance with Section 1.4.4. The decreased Contract Sum will be calculated based on the hourly rates on Form P-1.

1.4.4 Change of Staff and Working Hours.

On reasonable written notice, the Director may require the Contractor to either increase or decrease the assigned number of staff and/or working hours. Notice of seven (7) days shall always be deemed reasonable.

1.4.5 Contractor's Invoice Procedures.

1.4.5.1 The Contractor shall submit two copies of an invoice to the Department on or before the fifteenth day of each month for work performed during the preceding calendar month. Invoices shall identify the Contract number, the dates, hours, and number of operators and assistants used to perform the service.

1.4.5.2 Upon the Department's receipt and the CA's review and approval of the invoice, the County shall pay the net amount currently payable shown on the invoice less any other setoff or deduction authorized by Part 2 of the Contract. Such setoffs and deductions include, but are not limited to, liquidated damages pursuant to Part 2 and the cost of replacement services.

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR MARINA DEL REY WATER BUS SERVICE**

PART TWO – STATEMENT OF WORK

2.1 GENERAL REQUIREMENTS

2.1.1 Contractor's Work Plan. Subject to all other terms and conditions of the Contract, Contractor shall perform the work and maintain quality control in accordance with the Work Plan and other representations submitted with the Contractor's Proposal.

2.1.2 Materials, Equipment, Labor and Expenses.

2.1.2.1 All materials, equipment and labor to be used in the work shall be furnished by the Contractor at the Contractor's expense.

2.1.2.2 All of Contractor's expenses on account of the work, including but not limited to travel, meals and lodging, shall be borne by the Contractor.

2.1.3 Contractor's Office. The Contractor shall maintain a local address in Southern California where its officers or owners may be contacted personally and by mail.

2.1.4 Communication with Department. The Contractor shall maintain communication systems that will enable the Department to contact the Contractor at all times during regular business hours. The Contractor shall return calls during business hours not later than the next business day and as soon as reasonably possible if the call is designated urgent. The Contractor shall provide an answering service, voicemail or telephone message machine to receive calls at any time Contractor's office is closed.

2.1.5 Contractor to Make Monthly Reports. During the Contract term, the Contractor shall report in writing to the CA, by the 15th of every month, covering the prior calendar month, providing a daily passenger count per hour, per location; a monthly fuel consumption report; and a list of any problems and their resolution during the prior month's services.

2.1.6 Contractor to Maintain Files. The Contractor shall maintain copies of files and documents prepared for the Department, including supporting and backup data, and shall deliver copies of the files and documents to the Department upon the CA's request.

2.2 PERSONNEL

2.2.1 Contractor's Representative (CR).

2.2.1.1 The Contractor shall designate a full-time employee as Contractor's Representative (CR) who shall be responsible for Contractor's day-to-day activities related to the work. The Contractor may designate himself or herself as the Contractor's Representative.

2.2.1.2 The CR shall be available to the County Contract Administrator on reasonable telephone notice each business day and at other times as required by the work

2.2.1.3 The CR shall have full authority to act for the Contractor on all matters relating to the performance of the Contract work.

2.2.2 General Personnel Requirements.

2.2.2.1 The Contractor shall ascertain that persons performing Contract services are of sound physical and emotional condition necessary to perform required duties.

2.2.2.2 Personnel employed by the Contractor and assigned to perform Contract work shall have no serious misdemeanor, theft, or felony conviction.

2.2.2.3 Personnel employed by the Contractor and assigned to perform Contract work shall be at their assigned worksite(s) during the hours of operation of the water bus service. In the event of an employee's illness or other emergency necessitating their absence, the Contractor shall provide replacement personnel.

2.2.2.4 All personnel assigned by the Contractor to perform Contract work shall at all

times be employees of the Contractor and the Contractor shall have the sole right to hire, suspend, discipline, or discharge employees. However, at the request of the Director, the Contractor shall immediately exclude any member of the Contractor's staff from working on this Contract. The County reserves the right to conduct a background investigation of the Contractor's staff and to bar any of the Contractor's staff from performing on this Contract.

2.2.2.5 The Contractor shall provide the County with a current list of employees, including but not limited to management, and shall keep this list updated during the Contract term.

2.2.3 County Contract Administrator (CA).

2.2.3.1 The Department shall appoint a Contract Administrator (CA), which shall be the Chief, Planning Division or designee.

2.2.3.2 The CA will be responsible for ensuring that the objectives of the Contract are met and shall direct the Contractor as to the County's policy, information and procedural requirements.

2.2.3.3 The CA is not authorized to make any changes in the terms and conditions of the Contract or to obligate the County in any manner.

2.3 SCOPE OF WORK AND OBJECTIVES

2.3.1 Vessels and Staff. The Contractor will provide two vessels, two crew for each vessel and an employee at each docking site to handle ticketing and assist in boarding and unloading passengers.

Vessels must meet the following criteria: 1) capacity of 49 passengers; 2) be able to accommodate bicycles and strollers; 3) be able to load and unload passengers; 4) be ADA accessible.

Preference will be given to vessels that utilize alternative (non-diesel) fuel as the primary means of propulsion.

Contractor shall be responsible for all vessel maintenance and upkeep.

2.3.2 Schedule. Contractor shall maintain a regular weekly schedule, Friday evenings, 5:00

p.m. to 10:00 p.m., Saturdays, 10:00 a.m. to 10:00 p.m. and Sundays and the Monday holidays of Memorial Day and Labor Day, 10:00 a.m. to 10:00 p.m. In addition the hours on Friday, July 4, will be extended to 10:00 a.m. to 10:00 p.m.

The required schedule is to have two boats operating simultaneously in clockwise and counter-clockwise directions, making a full round trip, stopping at all docking area on at least an hourly basis, subject to adjustment by the CA.

The Contractor shall be responsible to operate the water bus service, making all scheduled stops on-time according to the schedule set up by the Department.

2.3.3 Licenses. Operator shall possess a valid Vessel Common Carrier (VCC) license issued by the California Public Utilities Commission (CPUC) adequate to perform the services herein described and any other licenses required for a water bus/ferry operation in Marina del Rey.

2.3.4 Rules and Procedures. The Contractor shall post facility rules and procedures, subject to Departmental approval, to ensure that the water bus operation, i.e., boarding, waiting, and disembarking, are conducted in a safe and efficient manner

The Contractor shall operate the water bus service according to the posted rules and procedures.

2.3.5 Permits. If a Coastal Development Permit is required, the Department will assist the Contractor in obtaining one from the California Coastal Commission. In the event no Coastal Development Permit can be obtained, the County may terminate this Contract in accordance with Section 3.18.

2.3.6 Tickets. Operator will develop a ticket system designed to monitor public use subject to Departmental approval.

2.3.7 Fare. The Contractor may charge a fare of up to \$1 per passenger and shall retain all monies collected. The Operator shall keep detailed records of the monies collected, along with the daily passenger count, per hour, per location, as required in Section 2.1.5, and

forward those records to the County on a monthly basis.

2.3.8 Publicity. The Department, the Marina Convention and Visitors Bureau and the Contractor will collaborate on development and implementation of an aggressive campaign to advertise and promote the water bus service. Media and community outreach will include press releases, WEB links, fliers, and appropriate signage. The Contractor will not be responsible for any portion of the cost of this advertising.

2.3.9 Alternative Transportation. If a person expresses a need for alternative transportation due to a disability at any of the four docking stations, the County has contracted with United Independent Taxi (Purchase Order Number 185-44-300) to make available, within 15 minutes, a land-based alternative taxi service, providing fully accessible transportation vehicles between docking stations. The County will post signs at each docking station, advising disabled persons of the availability of the alternative transportation.

Contractor will be responsible for:

- Ensuring that each employee is aware of this requirement and is familiar with notification and dispatch procedures to use;
- Contacting United Independent Taxi upon the request of any disabled person and their party;
- Ensuring that the disabled passenger is issued a payment voucher; and
- Keeping accurate records of each transaction for inclusion in the required monthly report (Section 2.1.5).

2.4 QUALITY ASSURANCE

2.4.1 Purpose of Standards. The Contractor will observe, at a minimum, the standards set forth in this Section 2.4, and acknowledges that the adequacy of its compliance with the Contract shall be measured by these standards as well as all other terms and conditions of the Contract.

2.4.2 Performance Evaluation. The County or its agent will evaluate Contractor's performance under this Contract on a monthly basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor's

deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

2.4.3 Contractor's Quality Control Plan. The Contractor shall comply with Contractor's Quality Control Plan (Form P-3), which shall be incorporated in the Contract by reference. To the extent that provisions of Contractor's Quality Control Plan are inconsistent with any other part of the Contract, they shall be ineffective. The Contractor shall not change the Quality Control Plan without written approval of the Director or his designee.

2.4.4 County's Quality Assurance Plan

2.4.4.1 The methods and standards by which Contractor's performance shall be evaluated include, but are not limited to, those described in the Performance Requirement Summary Chart (Exhibit 1).

2.4.4.2 Contractor's compliance with the performance standards identified in Exhibit 1 shall be evaluated monthly as provided in Section 2.4.2.

2.4.4.3 The Contractor agrees to and accepts the performance standards, including, but not limited to, the sums set forth as liquidated damages for unacceptable performance.

2.4.4.4 Failure to perform the Contract in accordance with the performance standards is considered unacceptable and an event of default under the Contract. The CA may issue a Discrepancy Report (DR) to the Contractor in any incident of failure to comply with the performance standards or other unacceptable performance. In the case of continuing deficiencies, the CA may issue a separate DR each day the deficiency continues.

2.4.4.5 The Contractor shall immediately correct unacceptable performance and shall explain in writing within seven days of the date of the DR what caused the unacceptable performance,

how and when performance will be returned to acceptable levels, and how the unacceptable performance will be prevented in the future. After considering the incident, the Contractor's statement and any history of unacceptable performance, the Director may excuse the incident, assess and collect liquidated damages in the manner and amount described in Exhibit 1, or proceed with Contract termination as provided in Section 3.16.

2.4.5 Liquidated Damages

2.4.5.1 In any case of the Contractor's failure to meet the performance requirements stated in Exhibit 1, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in the sums specified in Exhibit 1 and deduct them from the next regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnity against third-party claims.

2.4.5.2 The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:

- All the time limits and acts required to be done by both parties are of the essence of the Contract;
- The Contract contains a reasonable statement of the work to be performed in order that the expectation of the parties to the Contract are realized. The expectation of the County is getting the Contract work performed in accordance with the terms and conditions of the Contract at the Proposal price, while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and condition of the Contract at the Proposal price;
- The parties are not under any compulsion to Contract;
- The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by

agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract;

- The County will incur the cost of obtaining substitute performance or terminating the Contract, in the event of the Contractor's failure to perform the Contract work; and
- The liquidated sums specified in Exhibit 1 represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR MARINA DEL REY WATER BUS SERVICE**

PART THREE – STANDARD CONTRACT TERMS AND CONDITIONS

3.1 LIMITATION OF COUNTY'S OBLIGATION IN CASE OF NONAPPROPRIATION OF FUNDS

3.1.1 The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract. All funds for payment after June 30th of any fiscal year are subject to County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.

3.1.2 In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the services shall be terminated as of June 30th of the last fiscal year for which funds were appropriated.

3.2 NONDISCRIMINATION IN EMPLOYMENT

3.2.1 The Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin. Such action shall include, by way of example without limitation: employment; upgrading; recruitment or recruitment advertising; demotion or transfer; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3.2.2 The Contractor certifies and agrees that all persons employed by the Contractor, its affiliates, subsidiaries or holding companies, are and will be treated equally by the employer without regard to or because of race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin, and in compliance with all antidiscrimination laws of the United States of America and the State of California.

3.2.3 The Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin.

3.2.4 The Contractor shall allow the County access to its employment records during regular business hours to verify compliance with these provisions when requested by the County.

3.2.5 If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to terminate the Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of the Contract have been violated, a final determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated state or federal antidiscrimination laws shall constitute a finding on which the County may conclusively rely that the Contractor has violated the antidiscrimination provisions of the Contract.

3.2.6 The parties agree that in the event the Contractor violates the antidiscrimination provisions of the Contract, the County shall at its option be entitled to a sum of five hundred dollars (\$500) pursuant to Section 1671 of the California Civil Code as damages in lieu of terminating the Contract.

3.3 ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS. The Contractor hereby assures it will comply with all applicable federal and state statutes to the end that no person shall, on the grounds of race, religion, ancestry, color, sex, age, physical disability, marital status, political affiliation or national origin, be excluded from participation in, be denied the benefits of, nor be otherwise subjected to discrimination under the Contract or under any project, program, or activity supported by the Contract.

3.4 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

3.4.1 The Contractor agrees to comply with all applicable federal, state, County and city laws, rules, regulations, ordinances, or codes, and all provisions required by these laws to be included in the Contract are incorporated by reference.

3.4.2 The Contractor warrants that it fully complies with all statutes and regulations regarding the employment eligibility of foreign nationals; that all persons performing the Contract work are eligible for employment in the United States; that it has secured and retained all required documentation verifying employment eligibility of its personnel; and that it shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.

3.4.3 The Contractor agrees to indemnify and hold the County harmless from any loss, damage or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations or ordinances.

3.5 GOVERNING LAW. The Contract shall be construed in accordance with and governed by the laws of the State of California.

3.6 COVENANT AGAINST CONTINGENT FEES

3.6.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies under contract with the Contractor for the purpose of securing business.

3.6.2 The County shall have the right to terminate the Contract for a breach of this warranty, and, at its sole discretion, recover from the Contractor by way of such means as may be available the full amount of any commission, percentage, brokerage or contingent fee paid.

3.7 TERMINATION FOR IMPROPER CONSIDERATION

3.7.1 The County may, by written notice to the Contractor, immediately terminate the right of

the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

3.7.2 Among other items, such improper consideration may take the form of cash, discounts, services, tangible gifts or the provision of travel or entertainment.

3.7.3 The Contractor shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3.8 INDEMNIFICATION. The Contractor shall indemnify, defend and hold harmless the County and its Special Districts, elected and appointed officers, employees and agents ("County") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with Contractor's operations or its services, which result from bodily injury, death, personal injury or property damage (including damage to Contractor's property). Contractor shall not be obligated to indemnify for liability and expense ensuing from the active negligence of the County.

3.9 INSURANCE

3.9.1 General Insurance Requirements. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-

insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.

3.9.2 Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to the Department of Beaches and Harbors, Contract Section, 13837 Fiji Way, Marina del Rey CA 90292 prior to commencing services under this Contract. Such certificates or other evidence shall:

- (1) Specifically identify this Contract;
- (2) Clearly evidence all coverages required in this Contract;
- (3) Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance;
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract;
- (5) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

3.9.3 Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by the County.

3.9.4 Failure to Maintain Coverage. Failure by the Contractor to maintain the required insurance or to provide evidence of insurance coverage acceptable to the County shall constitute a material breach of the Contract upon which the County may immediately

terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage and, without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

3.9.5 Notification of Incidents, Claims or Suits. Contractor shall report to County:

- (1) Any accident or incident related to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.
- (2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract.
- (3) Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County CA.
- (4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Contract.

3.9.6 Compensation for County Costs. In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, Contractor shall pay full compensation for all costs incurred by the County.

3.9.7 Insurance Coverage Requirements for Subcontractors. Contractor shall ensure any and all Subcontractors performing services under this Contract meet insurance requirements of this Contract by either: Contractor providing evidence to the CA of insurance covering the activities of Subcontractors, or Contractor providing evidence to the CA, submitted by Subcontractors, evidencing that Subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

3.9.8 Insurance Coverage Requirements.

The Contractor shall maintain the insurance coverages specified in this Section 3.9.8 in the amounts specified.

3.9.8.1 General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate: \$2 million

Products/Completed Operations Aggregate:
\$1 million

Personal & Advertising Injury: \$1 million

Each Occurrence: \$1 million

3.9.8.2 Automobile liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

3.9.8.3 Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible. In all cases, the above insurance also shall include employers' liability coverage with limits of not less than the following:

Each Accident: \$1 million

Disease – policy limit: \$1 million

Disease – each employee: \$1 million

3.9.8.4 Protection and Indemnity Liability (P&I) Insurance covering third-party liability for property damage incurred by marine vessels as well as liability under general maritime law for bodily injury with limits of not less than \$50 million or as approved by County.

3.10 STATUS OF CONTRACTOR'S EMPLOYEES; INDEPENDENT STATUS OF CONTRACTOR

3.10.1 Contractor shall at all times be acting as an independent contractor. The Contract is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between the County and Contractor.

3.10.2 Contractor understands and agrees that all of Contractor's personnel who furnish services to the County under the Contract are employees solely of Contractor and not of County for purposes of Workers' Compensation liability.

3.10.3 Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to Contractor's personnel for injuries arising from or connected with the performance of the Contract.

3.11 RECORD RETENTION AND INSPECTION.

3.11.1 The Contractor agrees that the County or any duly authorized representative shall have the right to examine, audit, excerpt, copy or transcribe any transaction, activity, time card, cost accounting record, financial record, proprietary data or other record pertaining to the Contract. Contractor shall keep all such material for four years after the completion or termination of the Contract, or until all audits are complete, whichever is later.

3.11.2 If any such records are located outside the County of Los Angeles, the Contractor shall pay the County for travel and per diem costs connected with any inspection or audit.

3.12 AUDIT SETTLEMENT

3.12.1 If, at any time during the term of the Contract or at any time after the expiration or termination of the Contract, authorized representatives of the County conduct an audit of the Contractor regarding performance of the Contract and if such audit finds that the County's obligation for the Contract payment is less than the payments made by the County to the Contractor, then the Contractor agrees that the difference shall be either paid forthwith by the Contractor, or at the Director's option, credited to the County against any future Contract payments.

3.12.1.1 If such audit finds that the County's obligation for the Contract payment is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County, provided that in no event shall the County's maximum obligation under the Contract exceed the funds appropriated by the County for the purpose of the Contract.

3.13 VALIDITY. The invalidity in whole or in part of any provision of the Contract shall not void or affect the validity of any other provision.

3.14 WAIVER. No waiver of a breach of any provision of the Contract by either party shall constitute a waiver of any other breach of the provision. Failure of either party to enforce a provision of the Contract at any time, or from time to time, shall not be construed as a waiver of the provision or any other provision. The Contract remedies shall be cumulative and additional to any other remedies in law or in equity.

3.15 DISCLOSURE OF INFORMATION

3.15.1 The Contractor shall not disclose any details in connection with the Contract or any work performed under the Contract to any third party, except as may be required by law or as expressly authorized in writing by the Director.

3.15.2 However, recognizing the Contractor's need to identify its services and clients, the Contractor may publicize the Contract work, subject to the following limitations:

(1) All publicity shall be presented in a professional manner.

(2) The name of the County shall not be used in commercial advertisements, press releases, opinions or featured articles, without the prior written consent of the Director. The County shall not unreasonably withhold written consent, and approval by the County shall be deemed to have been given in the absence of objection by the County within two (2) weeks after receipt by the CA of the material submitted by the Contractor for approval by the County.

(3) The Contractor may list the County in any other proposal submitted in response to a request for proposals or bids from a third party without prior written permission of the County.

3.16 COUNTY'S REMEDIES FOR DEFAULT

3.16.1 If the Contractor fails to perform the Contract work in accordance with the covenants, terms and conditions of the Contract or fails to comply with any other material covenant, term or condition of the Contract, the County may, by written notice of default to the Contractor, terminate the whole or any part of the Contract. Nothing in this Section 3.16 shall prevent the County from recovering any and all damages arising from the default. The County may elect not to terminate the Contract without waiving its right to such recovery.

3.16.2 Contractor shall have ten (10) calendar days from written notification of default in which to cure the default. The County, in its sole discretion, may by written notice allow a longer or additional period for cure.

3.16.3 If the Contractor does not cure the default within the time specified by the notice of default or written extension of time, the Contract shall be terminated. In such event, all finished or unfinished documents, data and reports prepared by the Contractor under this Contract shall be transferred immediately to the County.

3.16.4 In the event the County terminates the Contract in whole or in part for the Contractor's default, the County may procure replacement services from a third party or by County's employees upon such terms and in such manner as the County deems appropriate. The Contractor shall be liable to the County for any excess costs arising from the use of replacement services. Excess costs shall consist of those costs incurred by the County in procuring replacement services, which exceed the costs the County would have been obligated to pay the Contractor for the services in question. The Contractor shall continue performance of any part of the Contract work not terminated.

3.16.5 Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the federal and

state governments in their sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and unusually severe weather. If the failure to perform is caused by the default of a Subcontractor arising from causes beyond the control of both Contractor and Subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless the Contractor had sufficient time to obtain performance from another party.

3.16.6 If, after termination, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Contract were terminated pursuant to Section 3.18 (Termination for Convenience of the County).

3.16.7 The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

3.17 DEFAULT FOR INSOLVENCY

3.17.1 Notwithstanding the provisions of Section 3.16, the County may cancel the Contract for default without giving the Contractor written notice of default and time to cure upon the occurrence of any of the following events:

(1) The Contractor becomes insolvent. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, whether it has filed for federal bankruptcy protection and whether it is insolvent within the meaning of the federal bankruptcy law.

(2) The filing of a voluntary petition to have the Contractor declared bankrupt.

(3) The appointment of a receiver or trustee for the Contractor.

(4) The execution of the Contractor of an assignment of the Contract for the benefit of creditors.

3.17.2 The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any rights and remedies provided by law or under the Contract.

3.18 TERMINATION FOR CONVENIENCE OF THE COUNTY

3.18.1 The performance of the Contract work may be terminated in whole or in part from time to time when such action is deemed by the County to be in its best interest, subject to delivery to the Contractor of a ten (10) day advance notice of termination specifying the extent to which the Contract work is terminated, and the date upon which such termination becomes effective. After receipt of a notice of suspension of performance or termination, the Contractor shall stop the Contract work on the date and to the extent specified in the notice.

3.18.2 County may suspend performance or terminate the Contract without liability for damages if County is prevented from performing by reasons beyond its control, including but not limited to operation of laws, acts of God, and official acts of local, state, or federal authorities.

3.18.3 The County and Contractor shall negotiate an equitable amount to be paid the Contractor by reason of the total or partial termination of work pursuant to this section, which amount shall be the applicable hourly rate for the applicable time period, provided that such amount shall not exceed the total obligation to pay for the Contract work performed as reduced by the amount of Contract payments otherwise made.

3.18.4 The Contractor shall make available to the County, for a period of four (4) years after Contract termination, at all reasonable times, at the office of the Contractor, all books, records, documents, or other evidence bearing on the costs and expenses of the Contractor in respect to the termination under this section of the Contract work. In the event records are located outside the County of Los Angeles, the Contractor will pay the County for traveling and per diem costs connected with the inspection or audit.

3.19 NOTICE OF DELAY. Except as otherwise provided, when either party knows of any fact that will prevent timely performance of the Contract, that party shall give notice, including all relevant information, to the other party within five (5) days.

3.20 NOTIFICATION. Except as otherwise provided by the Contract, notices desired or

required to be given by law or under the Contract may, at the option of the party giving notice, be given by enclosing a written notice in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States mail. Any such notice shall be addressed to the Contractor at the address shown for the Contractor in the Proposal or such other place designated in writing by the Contractor. Notice to the County shall be addressed to the Director, Department of Beaches and Harbors, 13837 Fiji Way, Marina del Rey, California 90292, or such other place as the Director may designate in writing.

3.21 CONFLICT OF INTEREST

3.21.1 The Contractor represents and warrants the statements set forth in the conflict of interest certification of its Proposal are true and correct.

3.21.2 The Contractor further agrees that anyone who is an employee or former employee of the County at the time of execution of the Contract by the Board of Supervisors and who subsequently becomes affiliated with the Contractor in any capacity shall not perform the Contract work or share in the Contract's profits for a period of one (1) year from the date of termination of the employee's employment with the County.

3.21.3 The County shall have the right to terminate the Contract for a breach by the Contractor of either its warranty or promise on the absence of the prohibited conflicts of interest.

3.22 DELEGATION AND ASSIGNMENT

3.22.1 The Contractor may not delegate its duties or assign its rights under the Contract, either in whole or in part, without the written prior consent of the Director. Any delegation of duties or assignment of rights under the Contract without the expressed written consent of the County shall be null and void and shall constitute a breach for which the Contract may be terminated.

3.22.2 Any delegation of duties or assignment of rights (including but not limited to a merger, acquisition, asset sale and the like) shall be in the form of a subcontract or formal assignment, as applicable. The Contractor's request to the

Director for approval of an assignment shall include all information that must be submitted with a request by the Contractor to the County for approval of a subcontract of the Contract work pursuant to Section 3.23.

3.23 SUBCONTRACTING

3.23.1 Performance of the Contract work may not be subcontracted without the express written consent of the Director or authorized representative. Any subcontract of the Contract work without the express written consent of the Director or authorized representative shall be null and void and shall constitute a breach for which the Contract may be terminated.

3.23.2 The Contractor's request to the Director for approval to enter into a subcontract of the Contract work shall include:

- (1) A description of the work to be performed by the Subcontractor;
- (2) Identification of the proposed Subcontractor and an explanation of why and how the proposed Subcontractor was selected, including the degree of competition used in selecting the proposed Subcontractor;
- (3) The proposed subcontract amount, together with the Contractor's cost or price analysis; and
- (4) A copy of the proposed subcontract.

3.23.3 In the event the Director or authorized representative should consent to a subcontract for the performance of the Contract work, the terms and conditions of the Contract shall be made expressly applicable to the work that is to be performed by the Subcontractor.

3.23.4 In the event the Director or authorized representative should consent to a subcontract, the Contractor shall provide in the approved subcontract an agreement that the work of the Subcontractor is pursuant to the terms of a prime contract with the County of Los Angeles, and that all representations and warranties shall inure to the benefit of the County of Los Angeles.

3.23.5 Subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts shall not relieve the Contractor from performing

the Contract work in accordance with the terms and conditions of the Contract. Approval of any subcontract by the County shall not be construed as effecting any increase in the compensation to be paid for the Contract work.

3.23.6 Any later modification or amendment of the subcontract shall be approved in writing by the Director or authorized representative before such modification or amendment is effective.

3.24 CHANGES AND AMENDMENTS

3.24.1 Except as provided in this Section 3.24, renewals and other modifications of this Contract shall be in writing and shall be executed by the parties and approved by the Board in the same manner as the Contract.

3.24.2 A change which does not materially effect the scope of work, period of performance, compensation, method of payment, insurance or other material term or condition of the Contract shall be effective upon the Director or his authorized representative and the Contractor signing an amendment or other writing reflecting a modification of the Contract.

3.24.3 The Director or authorized representative may, in his or her sole discretion, grant the Contractor extensions of time for performance of the work where such extensions do not materially effect the work. Such extensions shall not be deemed to extend the term of the Contract.

3.25 PROPRIETARY RIGHTS. All materials, data and other information of any kind obtained from County personnel and all materials, data, reports and other information of any kind developed by the Contractor under the Contract are the property of the County, and the Contractor agrees to take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this paragraph shall survive the expiration or other termination of the Contract.

3.26 TIME. Except as specifically otherwise provided in the Contract, time is of the essence in the performance of the Contract work and all terms and conditions of the Contract with respect to such performance shall be construed.

3.27 AUTHORIZATION. The Contractor represents and warrants that its signatory to the Contract is fully authorized to obligate the Contractor for performance of the Contract work, and that all necessary acts to the execution of the Contract have been performed.

3.28 COMPLIANCE WITH COUNTY LOBBYING REQUIREMENTS

3.28.1 The Contractor and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160.

3.28.2 Failure on the part of the Contractor or any County lobbyist or County lobbying firm retained by the Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend the Contract notwithstanding the opportunity to cure otherwise made available under Section 3.16.

3.29 CONSIDERATION OF HIRING COUNTY EMPLOYEES ON A REEMPLOYMENT LIST OR TARGETED FOR LAYOFFS

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this agreement.

3.30 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

Should the Contractor require additional or replacement personnel after the effective date of the agreement, contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet Contractor's minimum

qualifications for the open position. County will refer GAIN/GROW participants, by job category, to Contractor.

3.31 COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

3.31.1 Contractor's Warranty of Adherence to County Child Support Compliance Program. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (41 USC Section 653a) and California Unemployment Insurance Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

3.31.2 Termination for Breach of Warranty to Maintain Compliance with County Child Support Compliance Program. Failure of Contractor to maintain compliance with the requirements set forth in the preceding Section 3.31.1 "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by Contractor under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County District Attorney shall be grounds upon which the County Board of Supervisors may terminate this Contract pursuant to Section 3.16 "County's Remedies for Default."

3.31.3 Voluntary Posting of "Delinquent Parents" Poster. Contractor acknowledges that County places a high priority on the

enforcement of child support laws and apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County District Attorney will supply Contractor with the poster to be used.

3.32 CONTRACTOR RESPONSIBILITY AND DEBARMENT

3.32.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.

3.32.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Contractor may have with the County.

3.32.3 The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

3.32.4 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

3.32.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

3.32.6 A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

3.32.7 These terms shall also apply to Subcontractors of County Contractors.

3.33 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME TAX CREDIT. Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the federal Earned Income Tax Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit 3).

3.34 CONTRACTOR TO USE RECYCLED PAPER. Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to maximum extent possible on all applicable work performed under this Contract.

3.35 COMPLIANCE WITH JURY SERVICE PROGRAM.

3.35.1 Jury Service Program. This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

3.35.2 Written Employee Jury Service Program.

3.35.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service.

3.35.2.2 For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for the County under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3.35.2.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's

definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

3.35.2.4 Contractor's violation of this section of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

3.36 SAFELY SURRENDERED BABY LAW.
The Contractor shall notify and provide to its employees, and require each Subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit 4 of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

3.37 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF A CONTRACT.

Contractor shall have no claim against County for payment of money or reimbursement of any kind whatsoever for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

Pacific Adventure Cruises, Inc., a
California Corporation

By_____

By_____

Chair, Board of Supervisors

Violet Varona-Lukens
Executive Officer-Clerk of
the Board of Supervisors

By_____

Deputy

APPROVED AS TO FORM:

Lloyd W. Pellman
County Counsel

By_____

Deputy

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR MARINA DEL REY WATER BUS SERVICE**

PART TWO – STATEMENT OF WORK

2.1 GENERAL REQUIREMENTS

2.1.1 Contractor's Work Plan. Subject to all other terms and conditions of the Contract, Contractor shall perform the work and maintain quality control in accordance with the Work Plan and other representations submitted with the Contractor's Proposal.

2.1.2 Materials, Equipment, Labor and Expenses.

2.1.2.1 All materials, equipment and labor to be used in the work shall be furnished by the Contractor at the Contractor's expense.

2.1.2.2 All of Contractor's expenses on account of the work, including but not limited to travel, meals and lodging, shall be borne by the Contractor.

2.1.3 Contractor's Office. The Contractor shall maintain a local address in Southern California where its officers or owners may be contacted personally and by mail.

2.1.4 Communication with Department. The Contractor shall maintain communication systems that will enable the Department to contact the Contractor at all times during regular business hours. The Contractor shall return calls during business hours not later than the next business day and as soon as reasonably possible if the call is designated urgent. The Contractor shall provide an answering service, voicemail or telephone message machine to receive calls at any time Contractor's office is closed.

2.1.5 Contractor to Make Monthly Reports. During the Contract term, the Contractor shall report in writing to the CA, by the 15th of every month, covering the prior calendar month, providing a daily passenger count per hour, per location; a monthly fuel consumption report; and a list of any problems and their resolution during the prior month's services.

2.1.6 Contractor to Maintain Files. The Contractor shall maintain copies of files and documents prepared for the Department, including supporting and backup data, and shall deliver copies of the files and documents to the Department upon the CA's request.

2.2 PERSONNEL

2.2.1 Contractor's Representative (CR).

2.2.1.1 The Contractor shall designate a full-time employee as Contractor's Representative (CR) who shall be responsible for Contractor's day-to-day activities related to the work. The Contractor may designate himself or herself as the Contractor's Representative.

2.2.1.2 The CR shall be available to the County Contract Administrator on reasonable telephone notice each business day and at other times as required by the work

2.2.1.3 The CR shall have full authority to act for the Contractor on all matters relating to the performance of the Contract work.

2.2.2 General Personnel Requirements.

2.2.2.1 The Contractor shall ascertain that persons performing Contract services are of sound physical and emotional condition necessary to perform required duties.

2.2.2.2 Personnel employed by the Contractor and assigned to perform Contract work shall have no serious misdemeanor, theft, or felony conviction.

2.2.2.3 Personnel employed by the Contractor and assigned to perform Contract work shall be at their assigned worksite(s) during the hours of operation of the water bus service. In the event of an employee's illness or other emergency necessitating their absence, the Contractor shall provide replacement personnel.

2.2.2.4 All personnel assigned by the Contractor to perform Contract work shall at all

times be employees of the Contractor and the Contractor shall have the sole right to hire, suspend, discipline, or discharge employees. However, at the request of the Director, the Contractor shall immediately exclude any member of the Contractor's staff from working on this Contract. The County reserves the right to conduct a background investigation of the Contractor's staff and to bar any of the Contractor's staff from performing on this Contract.

2.2.2.5 The Contractor shall provide the County with a current list of employees, including but not limited to management, and shall keep this list updated during the Contract term.

2.2.3 County Contract Administrator (CA).

2.2.3.1 The Department shall appoint a Contract Administrator (CA), which shall be the Chief, Planning Division or designee.

2.2.3.2 The CA will be responsible for ensuring that the objectives of the Contract are met and shall direct the Contractor as to the County's policy, information and procedural requirements.

2.2.3.3 The CA is not authorized to make any changes in the terms and conditions of the Contract or to obligate the County in any manner.

2.3 SCOPE OF WORK AND OBJECTIVES

2.3.1 Vessels and Staff. The Contractor will provide two vessels, two crew for each vessel and an employee at each docking site to handle ticketing and assist in boarding and unloading passengers.

Vessels must meet the following criteria: 1) capacity of 49 passengers; 2) be able to accommodate bicycles and strollers; 3) be able to load and unload passengers; 4) be ADA accessible.

Preference will be given to vessels that utilize alternative (non-diesel) fuel as the primary means of propulsion.

Contractor shall be responsible for all vessel maintenance and upkeep.

2.3.2 Schedule. Contractor shall maintain a regular weekly schedule, Friday evenings, 5:00

p.m. to 10:00 p.m., Saturdays, 10:00 a.m. to 10:00 p.m. and Sundays and the Monday holidays of Memorial Day and Labor Day, 10:00 a.m. to 10:00 p.m. In addition the hours on Friday, July 4, will be extended to 10:00 a.m. to 10:00 p.m.

The required schedule is to have two boats operating simultaneously in clockwise and counter-clockwise directions, making a full round trip, stopping at all docking area on at least an hourly basis, subject to adjustment by the CA.

The Contractor shall be responsible to operate the water bus service, making all scheduled stops on-time according to the schedule set up by the Department.

2.3.3 Licenses. Operator shall possess a valid Vessel Common Carrier (VCC) license issued by the California Public Utilities Commission (CPUC) adequate to perform the services herein described and any other licenses required for a water bus/ferry operation in Marina del Rey.

2.3.4 Rules and Procedures. The Contractor shall post facility rules and procedures, subject to Departmental approval, to ensure that the water bus operation, i.e., boarding, waiting, and disembarking, are conducted in a safe and efficient manner

The Contractor shall operate the water bus service according to the posted rules and procedures.

2.3.5 Permits. If a Coastal Development Permit is required, the Department will assist the Contractor in obtaining one from the California Coastal Commission. In the event no Coastal Development Permit can be obtained, the County may terminate this Contract in accordance with Section 3.18.

2.3.6 Tickets. Operator will develop a ticket system designed to monitor public use subject to Departmental approval.

2.3.7 Fare. The Contractor may charge a fare of up to \$1 per passenger and shall retain all monies collected. The Operator shall keep detailed records of the monies collected, along with the daily passenger count, per hour, per location, as required in Section 2.1.5, and

forward those records to the County on a monthly basis.

2.3.8 Publicity. The Department, the Marina Convention and Visitors Bureau and the Contractor will collaborate on development and implementation of an aggressive campaign to advertise and promote the water bus service. Media and community outreach will include press releases, WEB links, fliers, and appropriate signage. The Contractor will not be responsible for any portion of the cost of this advertising.

2.4 QUALITY ASSURANCE

2.4.1 Purpose of Standards. The Contractor will observe, at a minimum, the standards set forth in this Section 2.4, and acknowledges that the adequacy of its compliance with the Contract shall be measured by these standards as well as all other terms and conditions of the Contract.

2.4.2 Performance Evaluation. The County or its agent will evaluate Contractor's performance under this Contract on a monthly basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor's deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

2.4.3 Contractor's Quality Control Plan. The Contractor shall comply with Contractor's Quality Control Plan (Form P-3), which shall be incorporated in the Contract by reference. To the extent that provisions of Contractor's Quality Control Plan are inconsistent with any other part of the Contract, they shall be ineffective. The Contractor shall not change the Quality Control Plan without written approval of the Director or his designee.

2.4.4 County's Quality Assurance Plan

2.4.4.1 The methods and standards by which Contractor's performance shall be evaluated

include, but are not limited to, those described in the Performance Requirement Summary Chart (Exhibit 1).

2.4.4.2 Contractor's compliance with the performance standards identified in Exhibit 1 shall be evaluated monthly as provided in Section 2.4.2.

2.4.4.3 The Contractor agrees to and accepts the performance standards, including, but not limited to, the sums set forth as liquidated damages for unacceptable performance.

2.4.4.4 Failure to perform the Contract in accordance with the performance standards is considered unacceptable and an event of default under the Contract. The CA may issue a Discrepancy Report (DR) to the Contractor in any incident of failure to comply with the performance standards or other unacceptable performance. In the case of continuing deficiencies, the CA may issue a separate DR each day the deficiency continues.

2.4.4.5 The Contractor shall immediately correct unacceptable performance and shall explain in writing within seven days of the date of the DR what caused the unacceptable performance, how and when performance will be returned to acceptable levels, and how the unacceptable performance will be prevented in the future. After considering the incident, the Contractor's statement and any history of unacceptable performance, the Director may excuse the incident, assess and collect liquidated damages in the manner and amount described in Exhibit 1, or proceed with Contract termination as provided in Section 3.16.

2.4.5 Liquidated Damages

2.4.5.1 In any case of the Contractor's failure to meet the performance requirements stated in Exhibit 1, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in the sums specified in Exhibit 1 and deduct them from the next regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnity against third-party claims.

2.4.5.2 The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:

- All the time limits and acts required to be done by both parties are of the essence of the Contract;
- The Contract contains a reasonable statement of the work to be performed in order that the expectation of the parties to the Contract are realized. The expectation of the County is getting the Contract work performed in accordance with the terms and conditions of the Contract at the Proposal price, while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and condition of the Contract at the Proposal price;
- The parties are not under any compulsion to Contract;
- The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract;
- The County will incur the cost of obtaining substitute performance or terminating the Contract, in the event of the Contractor's failure to perform the Contract work; and
- The liquidated sums specified in Exhibit 1 represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR MARINA DEL REY WATER BUS SERVICE**

PART THREE – STANDARD CONTRACT TERMS AND CONDITIONS

3.1 LIMITATION OF COUNTY'S OBLIGATION IN CASE OF NONAPPROPRIATION OF FUNDS

3.1.1 The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract. All funds for payment after June 30th of any fiscal year are subject to County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.

3.1.2 In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the services shall be terminated as of June 30th of the last fiscal year for which funds were appropriated.

3.2 NONDISCRIMINATION IN EMPLOYMENT

3.2.1 The Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin. Such action shall include, by way of example without limitation: employment; upgrading; recruitment or recruitment advertising; demotion or transfer; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3.2.2 The Contractor certifies and agrees that all persons employed by the Contractor, its affiliates, subsidiaries or holding companies, are and will be treated equally by the employer without regard to or because of race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin, and in compliance with all antidiscrimination laws of the United States of America and the State of California.

3.2.3 The Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin.

3.2.4 The Contractor shall allow the County access to its employment records during regular business hours to verify compliance with these provisions when requested by the County.

3.2.5 If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to terminate the Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of the Contract have been violated, a final determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated state or federal antidiscrimination laws shall constitute a finding on which the County may conclusively rely that the Contractor has violated the antidiscrimination provisions of the Contract.

3.2.6 The parties agree that in the event the Contractor violates the antidiscrimination provisions of the Contract, the County shall at its option be entitled to a sum of five hundred dollars (\$500) pursuant to Section 1671 of the California Civil Code as damages in lieu of terminating the Contract.

3.3 ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS. The Contractor hereby assures it will comply with all applicable federal and state statutes to the end that no person shall, on the grounds of race, religion, ancestry, color, sex, age, physical disability, marital status, political affiliation or national origin, be excluded from participation in, be denied the benefits of, nor be otherwise subjected to discrimination under the Contract or under any project, program, or activity supported by the Contract.

3.4 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

3.4.1 The Contractor agrees to comply with all applicable federal, state, County and city laws, rules, regulations, ordinances, or codes, and all provisions required by these laws to be included in the Contract are incorporated by reference.

3.4.2 The Contractor warrants that it fully complies with all statutes and regulations regarding the employment eligibility of foreign nationals; that all persons performing the Contract work are eligible for employment in the United States; that it has secured and retained all required documentation verifying employment eligibility of its personnel; and that it shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.

3.4.3 The Contractor agrees to indemnify and hold the County harmless from any loss, damage or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations or ordinances.

3.5 GOVERNING LAW. The Contract shall be construed in accordance with and governed by the laws of the State of California.

3.6 COVENANT AGAINST CONTINGENT FEES

3.6.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies under contract with the Contractor for the purpose of securing business.

3.6.2 The County shall have the right to terminate the Contract for a breach of this warranty, and, at its sole discretion, recover from the Contractor by way of such means as may be available the full amount of any commission, percentage, brokerage or contingent fee paid.

3.7 TERMINATION FOR IMPROPER CONSIDERATION

3.7.1 The County may, by written notice to the Contractor, immediately terminate the right of

the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

3.7.2 Among other items, such improper consideration may take the form of cash, discounts, services, tangible gifts or the provision of travel or entertainment.

3.7.3 The Contractor shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3.8 INDEMNIFICATION. The Contractor shall indemnify, defend and hold harmless the County and its Special Districts, elected and appointed officers, employees and agents ("County") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with Contractor's operations or its services, which result from bodily injury, death, personal injury or property damage (including damage to Contractor's property). Contractor shall not be obligated to indemnify for liability and expense ensuing from the active negligence of the County.

3.9 INSURANCE

3.9.1 General Insurance Requirements. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-

insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.

3.9.2 Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to the Department of Beaches and Harbors, Contract Section, 13837 Fiji Way, Marina del Rey CA 90292 prior to commencing services under this Contract. Such certificates or other evidence shall:

- (1) Specifically identify this Contract;
- (2) Clearly evidence all coverages required in this Contract;
- (3) Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance;
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract;
- (5) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

3.9.3 Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by the County.

3.9.4 Failure to Maintain Coverage. Failure by the Contractor to maintain the required insurance or to provide evidence of insurance coverage acceptable to the County shall constitute a material breach of the Contract upon which the County may immediately

terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage and, without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

3.9.5 Notification of Incidents, Claims or Suits. Contractor shall report to County:

- (1) Any accident or incident related to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.
- (2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract.
- (3) Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County CA.
- (4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Contract.

3.9.6 Compensation for County Costs. In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, Contractor shall pay full compensation for all costs incurred by the County.

3.9.7 Insurance Coverage Requirements for Subcontractors. Contractor shall ensure any and all Subcontractors performing services under this Contract meet insurance requirements of this Contract by either: Contractor providing evidence to the CA of insurance covering the activities of Subcontractors, or Contractor providing evidence to the CA, submitted by Subcontractors, evidencing that Subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

3.9.8 Insurance Coverage Requirements. The Contractor shall maintain the insurance coverages specified in this Section 3.9.8 in the amounts specified.

3.9.8.1 General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal & Advertising Injury: \$1 million

Each Occurrence: \$1 million

3.9.8.2 Automobile liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

3.9.8.3 Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible. In all cases, the above insurance also shall include employers' liability coverage with limits of not less than the following:

Each Accident: \$1 million

Disease – policy limit: \$1 million

Disease – each employee: \$1 million

3.9.8.4 Protection and Indemnity Liability (P&I) Insurance covering third-party liability for property damage incurred by marine vessels as well as liability under general maritime law for bodily injury with limits of not less than \$50 million or as approved by County.

3.10 STATUS OF CONTRACTOR'S EMPLOYEES; INDEPENDENT STATUS OF CONTRACTOR

3.10.1 Contractor shall at all times be acting as an independent contractor. The Contract is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between the County and Contractor.

3.10.2 Contractor understands and agrees that all of Contractor's personnel who furnish services to the County under the Contract are employees solely of Contractor and not of County for purposes of Workers' Compensation liability.

3.10.3 Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to Contractor's personnel for injuries arising from or connected with the performance of the Contract.

3.11 RECORD RETENTION AND INSPECTION.

3.11.1 The Contractor agrees that the County or any duly authorized representative shall have the right to examine, audit, excerpt, copy or transcribe any transaction, activity, time card, cost accounting record, financial record, proprietary data or other record pertaining to the Contract. Contractor shall keep all such material for four years after the completion or termination of the Contract, or until all audits are complete, whichever is later.

3.11.2 If any such records are located outside the County of Los Angeles, the Contractor shall pay the County for travel and per diem costs connected with any inspection or audit.

3.12 AUDIT SETTLEMENT

3.12.1 If, at any time during the term of the Contract or at any time after the expiration or termination of the Contract, authorized representatives of the County conduct an audit of the Contractor regarding performance of the Contract and if such audit finds that the County's obligation for the Contract payment is less than the payments made by the County to the Contractor, then the Contractor agrees that the difference shall be either paid forthwith by the Contractor, or at the Director's option, credited to the County against any future Contract payments.

3.12.1.1 If such audit finds that the County's obligation for the Contract payment is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County, provided that in no event shall the County's maximum obligation under the Contract exceed the funds appropriated by the County for the purpose of the Contract.

3.13 VALIDITY. The invalidity in whole or in part of any provision of the Contract shall not void or affect the validity of any other provision.

3.14 WAIVER. No waiver of a breach of any provision of the Contract by either party shall constitute a waiver of any other breach of the provision. Failure of either party to enforce a provision of the Contract at any time, or from time to time, shall not be construed as a waiver of the provision or any other provision. The Contract remedies shall be cumulative and additional to any other remedies in law or in equity.

3.15 DISCLOSURE OF INFORMATION

3.15.1 The Contractor shall not disclose any details in connection with the Contract or any work performed under the Contract to any third party, except as may be required by law or as expressly authorized in writing by the Director.

3.15.2 However, recognizing the Contractor's need to identify its services and clients, the Contractor may publicize the Contract work, subject to the following limitations:

(1) All publicity shall be presented in a professional manner.

(2) The name of the County shall not be used in commercial advertisements, press releases, opinions or featured articles, without the prior written consent of the Director. The County shall not unreasonably withhold written consent, and approval by the County shall be deemed to have been given in the absence of objection by the County within two (2) weeks after receipt by the CA of the material submitted by the Contractor for approval by the County.

(3) The Contractor may list the County in any other proposal submitted in response to a request for proposals or bids from a third party without prior written permission of the County.

3.16 COUNTY'S REMEDIES FOR DEFAULT

3.16.1 If the Contractor fails to perform the Contract work in accordance with the covenants, terms and conditions of the Contract or fails to comply with any other material covenant, term or condition of the Contract, the County may, by written notice of default to the Contractor, terminate the whole or any part of the Contract. Nothing in this Section 3.16 shall prevent the County from recovering any and all damages arising from the default. The County may elect not to terminate the Contract without waiving its right to such recovery.

3.16.2 Contractor shall have ten (10) calendar days from written notification of default in which to cure the default. The County, in its sole discretion, may by written notice allow a longer or additional period for cure.

3.16.3 If the Contractor does not cure the default within the time specified by the notice of default or written extension of time, the Contract shall be terminated. In such event, all finished or unfinished documents, data and reports prepared by the Contractor under this Contract shall be transferred immediately to the County.

3.16.4 In the event the County terminates the Contract in whole or in part for the Contractor's default, the County may procure replacement services from a third party or by County's employees upon such terms and in such manner as the County deems appropriate. The Contractor shall be liable to the County for any excess costs arising from the use of replacement services. Excess costs shall consist of those costs incurred by the County in procuring replacement services, which exceed the costs the County would have been obligated to pay the Contractor for the services in question. The Contractor shall continue performance of any part of the Contract work not terminated.

3.16.5 Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the federal and

state governments in their sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and unusually severe weather. If the failure to perform is caused by the default of a Subcontractor arising from causes beyond the control of both Contractor and Subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless the Contractor had sufficient time to obtain performance from another party.

3.16.6 If, after termination, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Contract were terminated pursuant to Section 3.18 (Termination for Convenience of the County).

3.16.7 The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

3.17 DEFAULT FOR INSOLVENCY

3.17.1 Notwithstanding the provisions of Section 3.16, the County may cancel the Contract for default without giving the Contractor written notice of default and time to cure upon the occurrence of any of the following events:

(1) The Contractor becomes insolvent. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, whether it has filed for federal bankruptcy protection and whether it is insolvent within the meaning of the federal bankruptcy law.

(2) The filing of a voluntary petition to have the Contractor declared bankrupt.

(3) The appointment of a receiver or trustee for the Contractor.

(4) The execution of the Contractor of an assignment of the Contract for the benefit of creditors.

3.17.2 The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any rights and remedies provided by law or under the Contract.

3.18 TERMINATION FOR CONVENIENCE OF THE COUNTY

3.18.1 The performance of the Contract work may be terminated in whole or in part from time to time when such action is deemed by the County to be in its best interest, subject to delivery to the Contractor of a ten (10) day advance notice of termination specifying the extent to which the Contract work is terminated, and the date upon which such termination becomes effective. After receipt of a notice of suspension of performance or termination, the Contractor shall stop the Contract work on the date and to the extent specified in the notice.

3.18.2 County may suspend performance or terminate the Contract without liability for damages if County is prevented from performing by reasons beyond its control, including but not limited to operation of laws, acts of God, and official acts of local, state, or federal authorities.

3.18.3 The County and Contractor shall negotiate an equitable amount to be paid the Contractor by reason of the total or partial termination of work pursuant to this section, which amount shall be the applicable hourly rate for the applicable time period, provided that such amount shall not exceed the total obligation to pay for the Contract work performed as reduced by the amount of Contract payments otherwise made.

3.18.4 The Contractor shall make available to the County, for a period of four (4) years after Contract termination, at all reasonable times, at the office of the Contractor, all books, records, documents, or other evidence bearing on the costs and expenses of the Contractor in respect to the termination under this section of the Contract work. In the event records are located outside the County of Los Angeles, the Contractor will pay the County for traveling and per diem costs connected with the inspection or audit.

3.19 NOTICE OF DELAY. Except as otherwise provided, when either party knows of any fact that will prevent timely performance of the Contract, that party shall give notice, including all relevant information, to the other party within five (5) days.

3.20 NOTIFICATION. Except as otherwise provided by the Contract, notices desired or

required to be given by law or under the Contract may, at the option of the party giving notice, be given by enclosing a written notice in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States mail. Any such notice shall be addressed to the Contractor at the address shown for the Contractor in the Proposal or such other place designated in writing by the Contractor. Notice to the County shall be addressed to the Director, Department of Beaches and Harbors, 13837 Fiji Way, Marina del Rey, California 90292, or such other place as the Director may designate in writing.

3.21 CONFLICT OF INTEREST

3.21.1 The Contractor represents and warrants the statements set forth in the conflict of interest certification of its Proposal are true and correct.

3.21.2 The Contractor further agrees that anyone who is an employee or former employee of the County at the time of execution of the Contract by the Board of Supervisors and who subsequently becomes affiliated with the Contractor in any capacity shall not perform the Contract work or share in the Contract's profits for a period of one (1) year from the date of termination of the employee's employment with the County.

3.21.3 The County shall have the right to terminate the Contract for a breach by the Contractor of either its warranty or promise on the absence of the prohibited conflicts of interest.

3.22 DELEGATION AND ASSIGNMENT

3.22.1 The Contractor may not delegate its duties or assign its rights under the Contract, either in whole or in part, without the written prior consent of the Director. Any delegation of duties or assignment of rights under the Contract without the expressed written consent of the County shall be null and void and shall constitute a breach for which the Contract may be terminated.

3.22.2 Any delegation of duties or assignment of rights (including but not limited to a merger, acquisition, asset sale and the like) shall be in the form of a subcontract or formal assignment, as applicable. The Contractor's request to the

Director for approval of an assignment shall include all information that must be submitted with a request by the Contractor to the County for approval of a subcontract of the Contract work pursuant to Section 3.23.

3.23 SUBCONTRACTING

3.23.1 Performance of the Contract work may not be subcontracted without the express written consent of the Director or authorized representative. Any subcontract of the Contract work without the express written consent of the Director or authorized representative shall be null and void and shall constitute a breach for which the Contract may be terminated.

3.23.2 The Contractor's request to the Director for approval to enter into a subcontract of the Contract work shall include:

- (1) A description of the work to be performed by the Subcontractor;
- (2) Identification of the proposed Subcontractor and an explanation of why and how the proposed Subcontractor was selected, including the degree of competition used in selecting the proposed Subcontractor;
- (3) The proposed subcontract amount, together with the Contractor's cost or price analysis; and
- (4) A copy of the proposed subcontract.

3.23.3 In the event the Director or authorized representative should consent to a subcontract for the performance of the Contract work, the terms and conditions of the Contract shall be made expressly applicable to the work that is to be performed by the Subcontractor.

3.23.4 In the event the Director or authorized representative should consent to a subcontract, the Contractor shall provide in the approved subcontract an agreement that the work of the Subcontractor is pursuant to the terms of a prime contract with the County of Los Angeles, and that all representations and warranties shall inure to the benefit of the County of Los Angeles.

3.23.5 Subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts shall not relieve the Contractor from performing

the Contract work in accordance with the terms and conditions of the Contract. Approval of any subcontract by the County shall not be construed as effecting any increase in the compensation to be paid for the Contract work.

3.23.6 Any later modification or amendment of the subcontract shall be approved in writing by the Director or authorized representative before such modification or amendment is effective.

3.24 CHANGES AND AMENDMENTS

3.24.1 Except as provided in this Section 3.24, renewals and other modifications of this Contract shall be in writing and shall be executed by the parties and approved by the Board in the same manner as the Contract.

3.24.2 A change which does not materially effect the scope of work, period of performance, compensation, method of payment, insurance or other material term or condition of the Contract shall be effective upon the Director or his authorized representative and the Contractor signing an amendment or other writing reflecting a modification of the Contract.

3.24.3 The Director or authorized representative may, in his or her sole discretion, grant the Contractor extensions of time for performance of the work where such extensions do not materially effect the work. Such extensions shall not be deemed to extend the term of the Contract.

3.25 PROPRIETARY RIGHTS. All materials, data and other information of any kind obtained from County personnel and all materials, data, reports and other information of any kind developed by the Contractor under the Contract are the property of the County, and the Contractor agrees to take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this paragraph shall survive the expiration or other termination of the Contract.

3.26 TIME. Except as specifically otherwise provided in the Contract, time is of the essence in the performance of the Contract work and all terms and conditions of the Contract with respect to such performance shall be construed.

3.27 AUTHORIZATION. The Contractor represents and warrants that its signatory to the Contract is fully authorized to obligate the Contractor for performance of the Contract work, and that all necessary acts to the execution of the Contract have been performed.

3.28 COMPLIANCE WITH COUNTY LOBBYING REQUIREMENTS

3.28.1 The Contractor and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160.

3.28.2 Failure on the part of the Contractor or any County lobbyist or County lobbying firm retained by the Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend the Contract notwithstanding the opportunity to cure otherwise made available under Section 3.16.

3.29 CONSIDERATION OF HIRING COUNTY EMPLOYEES ON A REEMPLOYMENT LIST OR TARGETED FOR LAYOFFS

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this agreement.

3.30 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

Should the Contractor require additional or replacement personnel after the effective date of the agreement, contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet Contractor's minimum

qualifications for the open position. County will refer GAIN/GROW participants, by job category, to Contractor.

3.31 COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

3.31.1 Contractor's Warranty of Adherence to County Child Support Compliance Program. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (41 USC Section 653a) and California Unemployment Insurance Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

3.31.2 Termination for Breach of Warranty to Maintain Compliance with County Child Support Compliance Program. Failure of Contractor to maintain compliance with the requirements set forth in the preceding Section 3.31.1 "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by Contractor under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County District Attorney shall be grounds upon which the County Board of Supervisors may terminate this Contract pursuant to Section 3.16 "County's Remedies for Default."

3.31.3 Voluntary Posting of "Delinquent Parents" Poster. Contractor acknowledges that County places a high priority on the

enforcement of child support laws and apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County District Attorney will supply Contractor with the poster to be used.

3.32 CONTRACTOR RESPONSIBILITY AND DEBARMENT

3.32.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.

3.32.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Contractor may have with the County.

3.32.3 The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

3.32.4 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

3.32.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

3.32.6 A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

3.32.7 These terms shall also apply to Subcontractors of County Contractors.

3.33 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME TAX CREDIT. Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the federal Earned Income Tax Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit 3).

3.34 CONTRACTOR TO USE RECYCLED PAPER. Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to maximum extent possible on all applicable work performed under this Contract.

3.35 COMPLIANCE WITH JURY SERVICE PROGRAM.

3.35.1 Jury Service Program. This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

3.35.2 Written Employee Jury Service Program.

3.35.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service.

3.35.2.2 For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for the County under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3.35.2.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's

definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

3.35.2.4 Contractor's violation of this section of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

3.36 SAFELY SURRENDERED BABY LAW.
The Contractor shall notify and provide to its employees, and require each Subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit 4 of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

3.37 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF A CONTRACT.

Contractor shall have no claim against County for payment of money or reimbursement of any kind whatsoever for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

Pacific Adventure Cruises, Inc., a
California Corporation

By 
PRESIDENT

By _____
Chair, Board of Supervisors

Violet Varona-Lukens
Executive Officer-Clerk of
the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

Lloyd W. Pellman
County Counsel

By 
Deputy

REQUEST FOR PROPOSALS FOR MARINA WATER BUS SERVICE OFFER TO PERFORM AND PRICE PROPOSAL

Proposer:

Name: PACIFIC ADVENTURE CRUISES, INC.Address: 520 WASHINGTON BL #111MARINA DEL REY, CA 90292Phone: 310 571 9111 Fax: 310 571 9119

To:

Stan Wisniewski, Director, Department of Beaches and Harbors

Proposer, responding to the Request for Proposals (RFP) issued by the Los Angeles County Department of Beaches and Harbors, offers to provide water bus services in Marina del Rey on the terms and conditions for the performance of this work that are set forth in the RFP. Such services shall be performed during a term commencing on May 16, 2003 and ending on September 1, 2003.

The compensation for Proposer's services shall be in accordance with the rates set forth for such work on Page 2 of this form, subject to limitations provided in the Contract.

The proposal is subject to the following additional conditions:

(Conditions which reject, limit or modify required terms and conditions of the Contract may cause rejection.)

This offer shall be irrevocable for a period of 120 days after the final date for submission.

Proposer is a(n): ☐ individual ☒ corporation ☐ partnership or joint venture
☐ limited liability company ☐ other:

State of organization: CALIFORNIA Principal place of business: MARINA DEL REY

Authorized agent for service of process in California:

STEVE KOTAHIL 23444 GILMORE ST. WEST HILLS CA 91307
Name Address Phone
818 347 3288

The Proposer represents that the person executing this offer and the following persons are individually authorized to commit the Proposer in any matter pertaining to the proposed Contract:

KEN LAWRENCE, PORT CAPTAIN 310 571 9111
Name Title Phone Name Title Phone

Dated: 28 FEB 03

Proposer's signature:

STEVE KOTAHIL PRESIDENT 818 347 3288
Name Title Phone

Amendment 1 to RFP for Marina del Rey Water Bus Service

FORM P-1 (page 2 of 2)

REVISED 2/18/03

The Marina Water Bus Service will require two vessels with two operators per vessel and one employee at each of three docking locations to assist in ticketing and boarding and unloading passengers. The proposed hours of service will be every Friday from 5:00 p.m. to 10:00 p.m., and every Saturday and Sunday from 10:00 a.m. to 10:00 p.m. between May 16, 2003 and September 1, 2003. In addition, the County will require the service on two Monday holidays, Memorial Day, May 26, 2003, from 10:00 a.m. to 10:00 p.m. and Labor Day, September 1, 2003 from 10:00 a.m. to 10:00 p.m.

<u>Day</u>	<u>Hours per Day</u>		<u>Weeks</u>	<u>Staff</u>		<u>Total Hours</u>
Friday	5	x	16	x	7	560
Saturday	12	x	16	x	7	1344
Sunday	12	x	16	x	7	1344
Monday	12	x	2	x	7	<u>168</u>
Total						3416

Proposed Rate

	<u>Operating Hours</u>	<u>Proposed Hourly Rate</u>	<u>Full-Term</u>
<u>Compensation*</u>			
Water Bus Operator **	<u>1952</u>	<u>\$ 15 -</u>	<u>\$ 140,400 -</u>
Docking Assistants:	<u>1464</u>	<u>\$ 30 -</u>	<u>\$ 43,920 -</u>
Total:	<u>3416</u>		<u>\$ 190,320 -</u>

The total full-term compensation will be based on the hourly rates quoted for staff only. The cost of providing all other contractual services and support staff, as well as overhead, risk items or any other expenses to provide this service should be reflected in the quoted hourly rates for the seven positions.

* The price quotation is used for rating purposes only. Because the County may require increases or decreases in water bus service during the term of the Contract, the actual full-term compensation is likely to vary from the price quotation. Any additional hours of operation or the addition of a fourth dock, which would require another docking assistant, will be compensated at the quoted hourly rates. Any decreases in the hours of operation will result in a corresponding decrease in compensation based on the quoted hourly rates.

** The water bus operator hourly rate is a blended rate for the Captain and his assistant.

WORK PLAN

Provide a complete description of the approach your company will take in respect to the County's needs for this water bus service Contract as identified in the RFP.

1. SUPERVISION. Show the job titles, names and experience of key employees responsible for planning, supervising and inspecting the Contract work. (Attach resumes if available.)

Position	Name	Experience
Contractor's Representative:	KEN LAURENCE CAPTAIN	- SEE ATTACHED RESUME -
Supervisors:	JOHN NICKELS CAPTAIN	
	JEFF GUND CAPTAIN	
Others:		

2. VEHICLES, SUPPLIES AND MATERIALS. List the vessels, supplies and materials that you will use to perform the Contract work:

PRIMARY VESSELS "MISS CHRISTI" 58 PASSENGER
"SHORELINER" 140 PASSENGER

SUPPLIES & MATERIALS.

PORTABLE ROUND SYLE TABLE W/ SHADE @ BEACH DOCK
UNIFORM SHIRT & CAPS FOR ALL EMPLOYEES.

3. OPERATIONAL PLAN. Describe or attach your plan for scheduling water bus operators and assistants, transporting them to the job sites, keeping them supplied, and supervising them to ensure quality customer service. In addition, describe your plan for scheduling the service within the desired parameters outlined in Section 2.3.2 of the sample Contract, i.e., how long between stops, how long at each stop, etc.

Kenny Lawrence

Objective	100 Ton USCG Licensed Master		
Experience	1996-Present	Crown Pacific Cruises	Marina del Rey, CA
	President		
	<ul style="list-style-type: none">▪ Incorporate start up yacht charter company▪ Direct all aspects of financial management and sales▪ Compose company policy and operation manual		
	1998-Present	Shoreline Leasing	Marina del Rey, CA
	Port Captain/ Principal Partner		
	<ul style="list-style-type: none">▪ Purchase of 140 passenger ferry for coastwise operations▪ Manage all financial aspects of yacht management▪ Supervise all sub-contracted labor and crew▪ Coordinate US Coast Guard vessel C.O.I. inspections▪ Yacht delivery service, West Coast USA & Mexico		
	1996-1998	Celebration Yacht Charters	Marina del Rey, CA
	Senior Captain		
	<ul style="list-style-type: none">▪ Supervise vessel operations, training, vessel inspections▪ Deliver vessels to distant ports for charter schedule		
	1982-1996	L.A. County Sheriff Dept.	Los Angeles, CA
	Senior Deputy (Retired)		
	<ul style="list-style-type: none">▪ K9 handler Special Enforcement Bureau▪ Rescue boat operator & Field training officer▪ Emergency Medical Technician		
Education	1978-1982	Brigham Young University	Provo, UT
	<ul style="list-style-type: none">▪ B.S. Health Education.		
	1998	Maritime Institute	San Diego, CA
	<ul style="list-style-type: none">• Master Near Coastal 100 Tons		
Personal	Non-smoker & drug free, lifetime water sports enthusiast, competitive water skier, PADI certified SCUBA diver, Previous EMT, Lifeguard & First Aid, CPR instructor		

THOMAS J. GUNN
8447 Hatillo Avenue
Canoga Park, CA 91306
Home: 818-993-9025
Fax: 818-993-9547
E-mail: oceanusmarine@msn.com

Objective: Seeking a challenging teaching opportunity which utilizes my knowledge and experience gained from 31 years of service in the United States Coast Guard.

Summary:

- Thirty-one years service in the United States Coast Guard, including nine years shipboard duty and twelve years rescue station duty
- Training Officer for a large Coast Guard command, including the training and evaluation of four ships and three rescue station crews
- Instructor/Facilitator for the Coast Guard Risk Management Course (TCT) for all units in Southern California
- Operations/Training Officer, 11th Coast Guard District Office of Boating Safety/Auxiliary for 5 years
- Developed the training and qualification program for the implementation of personal watercraft as a Coast Guard patrol resource, which has been approved by Commandant and promulgated as policy service-wide

Skills and Abilities:

- Coxswain qualified to operate all Coast Guard small boats
- Certified underway Deck Watch Officer on Coast Guard ships
- Coast Guard Masters License, 100 tons with commercial towing endorsement
- Communication skills developed through media interaction, public speaking, radio talk shows and television news spots
- Administrative and personnel management experience gained while in command of a Coast Guard Unit
- Strong background in Search and Rescue, Aids to Navigation, and Law Enforcement and Boating Safety
- Former Emergency Medical Technician, currently hold Life Saver Certificate

Professional Experience:

- 1971-2002 United States Coast Guard: Entered as a Seaman Recruit and retired as Chief Warrant Officer (Boatswain). Served nine years aboard ship as Deck Department Supervisor and Deck Watch Officer, twelve years at coastal rescue stations, operating boats for search and rescue and law enforcement
- 1996-present K38 Rescue Training: Instructor, personal watercraft rescue techniques
- 2002-present Marine Rescue Consultants: Instructor, small boat operations, rescue and safety
- 2002-present El Camino College: USCG certified instructor, STCW-95: safety and survival at sea
- 2002-present Crown Pacific Cruises: Captain

Education:

- AA Burlington County Community College, Pemberton, NJ (1979)
- Diploma Burlington City High School, Burlington, NJ (1971)

Training:

- 2002 El Camino College, STCW 95 Basic Safety Course
- 2001 Marine Rescue Consultants Fast Rescue Boat Course (STCW95)
- 1997 Indiana River Rescue School
- 1996 USCG Team Coordination Training Facilitator Course
- 1990 National Search and Rescue School
- 1987 National Motor Lifeboat School, Heavy weather Coxswain Course
- 1987 Emergency Medical Technician School
- 1985 United States Navy Shipboard Firefighting and Damage Control Schools
- 1982 United States Coast Guard Coxswain School

Affiliations:

- President, California Boating Safety Officers Association
- Member, United States Coast Guard Auxiliary with Master Instructor Certification
- Member, National Safe Boating Council, certified Boating Safety Instructor
- Member, United States Coast Guard Chief Petty Officers Association
- Charter member, Colorado River Boating Safety Task Force
- President, Oceanus Marine Consulting Inc.

11326 Kingsland Street
Los Angeles, CA 90066
USA
email:
nickelsjohn@hotmail.com
Home (310)420-2853

John Ferdinand Nickels

Licenses and credentials

USCG 500 ton Master #1004642 upon oceans with sailing, towing and radar observer(unlimited) endorsements

STCW 95 (standards of training and certification of watchkeepers)

Marine radio operator permit #MP-GB-049115

Amateur radio license: Technician #KD6YPA

ASE certified mechanic

PADI Open water diver #9103042321

PADI Medic First Aid/CPR #9709248700

Maritime experience

Currently working for: Hornblower dining cruises, Marina Del Rey. Vessels from 57' to 145'. Doug Cooper port captain (562)659-4182

Crown Pacific Cruises, MDR. Three vessels 47' to 65'. Ken Lawrence port captain (310)850-4386

Captain/Engineer of "Gitana" a 90' Don Brooks Ketch motorsailer. Antigua-Bermuda- Azores- Portugal- Gibraltar. Owners Kathy and Michael Taylor.
Private Yacht May 2001- September 2001

Captain/Engineer of "Money Pit" a 61' Cheoy Lee Motor Yacht from Venezuela to Trinidad. Owners Henry & Charmaine Waldschmidt. In Trinidad (868)634-4384x648
Private Yacht August 2000-May 2001

Captain/Engineer on "Slow Dance" a 90' Don Brooks Ketch motorsailer from Los Angeles, CA - Panama canal- Venezuela - Trinidad - Baltimore. Owner: Sandra Nathan (888)595-0554 email: sdance2244@aol.com
Private Yacht March 1999 - July 2000

Port Captain at Celebration Charters, Two vessels: "Celebration" 302 passenger Triple screw Gulfcraft and "El Presidente" a 49 passenger 57'Chriscraft. Responsible for scheduling crew, maintaining vessels and working with the Coast Gaurd to keep certificates current. Dinner cruises, weddings and ferry service to Catalina island. Owner: Phil Boucher (310)418-9342 email:PHILBOU3@aol.com
Charter Boat June 1997 - March 1999

Captain of "Miss Christi" a 60 passenger, 57'crewboat running cargo and passengers from Marina Del Rey, CA to Catalina Island. Manager: Ken Lawrence (310)850-4386 Charter Boat May 1997 - March 1999

First Mate/Engineer of "Free Wind" a 89' Custom Ketch. Sailed from Australia - New Caledonia - New Zealand - Tonga -Fiji. Owner:Paula McKnight Private Yacht February 1995 - February 1997

First Mate on "Madrina" a 16 meter custom ketch for a delivery from Auckland, New Zealand to Suva, Fiji. Owner: Donald Dickinson 4 Taylors Rd, Morningside Auckland, New Zealand 815-3440 Private Yacht June 1996

First Mate/Engineer on "Big Flo II" a 70' Sea Ranger. Traveling from Los Angeles to Cabo San Lucas, Mexico and back. Owner: Florence Henderson Private Yacht December 1990 - June 1991

Deck Hand/Steward on "Cormorant" a 85' dinner cruise boat. Owner: Steven Kofahl (818)347-3288 Charter Boat June 1983 - September 1983

**Related
experience**

Assistant Manager for a Boat US retail store in Marina Del Rey, CA. Manager: Terry Bruning 5780 Mesmer Ave. MDR 90066 (310) 391-1180 July 1992 - January 1994

Mechanic at Toyota of Marina Del Rey, CA. All repairs from rebuilding engines to diagnosing electrical problems. General Manager: Jim West Lincoln Blvd. MDR CA 90292 May 1986 - August 1987

**Volunteer
experience**

Adult leader for a Boy Scout Sea Explorer Unit. Trained youths in seamanship and repairs on a 1948 53' Huckins motor yacht. Leader: Paul Renner (310)781-3798 1986 - 1999

Volunteered time to help deliver the 112' Brig "Lady Washington"from Los Angeles to San Diego. Replica of an 1800's sailing vessel. Acting as second captain. December 1998 - January 1999

Education

Studied Automotive Technology at Santa Monica College, Ca. September 1983 - 1987

WORK PLAN

Provide a complete description of the approach your company will take in respect to the county's needs for the water bus service Contract as Identified in the RFP.

1. **SUPERVISION.** Show the job titles, names and experience of key employees responsible for planning, supervising and inspecting the Contract Work. (Resumes Attached)

Position	Name	Experience
Contractor's Representative	Ken Lawrence	See Resume
Supervisors:	John Nickels	See Resume
	Jeff Gunn	See Resume

2. **VEHICLES, SUPPLIES AND MATERIALS.** List the vessels, supplies and materials that you will use to perform the contract work.

The Primary vessel that will be use is the "Miss Christi". "The Miss Christi" is a 58-passenger crew boat. This is the boat that was used during the Marina Coastlink Ferry service last season. The boat can easily accommodate bikes, strollers and persons confined to wheelchairs. The seating is both on-deck and inside the cabin. The second vessel will be newly purchased or leased specifically for this project. Every effort to obtain an alternative fuel vessel will be made. We are currently speaking with a water taxi builder that utilizes electric propulsion. We also intend to use the 140 passenger "Shoreliner" as a back-up or relief vessel in the event one of the primary vessels is down for repair or there is an unusual need for high passenger capacity above that of the smaller vessels. The "Shoreliner" was also used in the Marina Coastlink project last year.

All personnel will be provided with a uniform shirt and cap. There will also be podium style portable stands at each dock location. Communication between vessels, dock attendants and harbor operations will be on VHF marine radio.

3. **OPERATIONAL PLAN.** Describe or attach your plan for scheduling water bus operators and assistants, transporting them to the job sites, keeping them supplied, and supervising them to ensure quality customer service. In addition, describe your plan for scheduling the service with the desired parameters outlined in section 2.3.2 of the sample contract, i.e., how long between stops, how long each stop, etc.

On June 12, 1996 Pacific Adventure Cruises was granted a Certificate of Public Convenience and Necessity as a vessel common carrier transporting persons and baggage between Marina del Rey and points on Catalina Island by the Public Utilities Commission. We have been operational within the standards established by the PUC with an impeccable safety record. We currently have requested an amendment to our existing PUC permit to operate a water taxi service in Marina del Rey. During the summer months of 2002 we were selected to provide water taxi service for the Marina Coastlink Project. Our operational plan will follow a similar approach as the Coastlink.

Reporting times for Boat Crew and Dockside personnel will begin one half hour prior to Scheduled times of departure. This operation will be based out of our homeport facility in Fisherman's Village located at 13717 Fiji Way, MDR. Equipment and staff will be transported to each location by boat. Shifts will be 5 hours in length. Therefore, on Saturday and Sunday there will be a morning and an afternoon shift. Breaks can be conducted when the vessel is dockside and a deckhand can relieve the dockside attendant. Boat crew can relieve each other under way. Vessels will have restroom facilities water and other supplies as needed for staff.

Sample schedule.

<u>Boat one</u>	
10:00	Depart Fisherman's Village
10:15	Depart Chase Park
10:25	Depart Fire Station
10:40	Depart Mother's Beach
<u>Boat two</u>	
10:00	Depart Mother's Beach
10:15	Depart Fire Station
10:25	Depart Chase Park
10:40	Depart Fisherman's Village

Line supervision of dock personnel will be conducted by a senior boat captain and by the Port Captain. Tickets will be serialized and monies collected will be the responsibility of the senior Captain upon the conclusion of each shift. Logs will be maintained at each boarding location indicating the number of tickets sold and during what time periods.

WORK PLAN (continued)

- 4. METHODS.** Describe or attach a description of the methods your employees will use to provide Contract Services. What methods will you use for ticket control, including sales, counting, money handling and ensuring customers ride no more than three stops for each ticket purchased. Also include any plan to expand customer service, i.e. creature comforts such as cushioned seats, etc.

Ticket will be sold by dock attendants and collected upon boarding by the deck hand. Each docking location will have a designated color ticket. Rules of the operation will be printed, with approval of the County, and posted at each dock location and on each boat. Part of the rules will inform the passenger that it will be required to disembark from the vessel at the third stop or prior. Once again, passengers holding certain color tickets will be required to exit at each location. Deck hand will check ticket stubs at each stop, disembarking those passengers at their third stop prior to boarding new passengers. Supervision of the entire process will be by the captain of each vessel.

Ticket control and monies will be closed out at the end of each shift. Captains will collect monies and unsold tickets, recap the sales and passenger count and sign a recap sheet. These recap sheets shall be available during office hours for review at any time during this contract period.

Emergencies and passenger disputes will be handled by the vessel captain. Contact with emergency personnel shall be via VHF Marine radio on Ch 16. Situations requiring the assistance of Sheriff's Dept, Fire Dept, or Lifeguard shall be documented in writing and available within 24 hours of the incident by the senior captain on duty.

- 5. EMERGENCIES AND OVERTIME.** How will you communicate with employees and schedule to cover urgent requests for unscheduled work or unforeseen changes in weather? What will your normal response time for emergency calls be?

Emergency changes in scheduling will be addressed immediately. There will be supervisors for each day of operation that could immediately cover any position. Should an emergency vacancy develop, the supervisor will cover the position until relief personnel arrive. Employee rosters will be available at the office for call in situations.

QUALITY CONTROL PLAN

Provide a detailed description how you will ensure your employees provide the Contract service in accordance with the Performance Requirement Summary and other Contract provisions. Attach or describe your Quality Control Plan, explaining the following:

- a. Who will inspect the water bus operation and how often will it be inspected?**

Vessels will be inspected daily by the boat crew noting any deficiencies in the ships log. The US Coast Guard inspects each vessel annually and each vessel is subject to boarding and inspection at any time during its operation.

- b. What steps will you take to correct deficiencies reported by the department or discovered by your inspector?**

Deficiencies will be corrected immediately or within the standards established by the Coast Guard.

- c. If the department complains that work has not been adequately performed and requests immediate correction, how soon will you company respond?**

Action to correct deficiencies begins immediately upon notification or discovery.

- d. How will you cover unexpected water bus operator and supervisor absences?**

The company owner and Port Captain are capable of covering any emergency leave situations. Both are Licensed Captains and could cover any position in this contract. Relief personnel would be summoned to work from the work roster and cover any vacancies. Most of our staff live local to the area and response times relatively short. Generally speaking the company owner and Port Captain will over see the operation, and not be scheduled to operate vessels.

PROPOSER'S BUSINESS AND FINANCIAL SUMMARY

1. List the governmental agencies and private institutions for which your firm has provided water bus services during the last five years. (At least 5 years' experience in the field must be demonstrated.)

Start of Contract	End of Contract	Name of client	Address of client	Contact person	Phone number
8/21/62	9/4/62	SANTA MONICA BAY KEEPER	P.O. BOX 10090 MARINA DEL REY, 90265	STEVE FUELSCHLI	310 305 9645
3/1/65	PRESENT	NATURALIST AT LADGETE	P.O. BOX 3517 VENTURA 93006	MARY BETH FERREANT	805 642 2082
8/1/60	PRESENT	CAMP DEL CORAZON	11615 HESBY ST N. HOLLYWOOD 91601	LISA KNIGHT	818 754 0312
3/1/91	PRESENT	BOY SCOUTS OF AMERICA	16525 SHERMAN WAY #2-8 VAN NUYS 91406	JON MACKENZIE	818 785 800 K 119
9/2/98	PRESENT	SIERRA CLUB	1604 LAKELWOOD HACIENDA HEIGHTS 91435	STEVE FELD	626 968 2264
5/1/65	PRESENT	ALLA COSTA DIVERS	57 CALIFORNIA ORINDA, CA 94563	JAMES ROCKAFELLER	510 287 1412
10/2/61	10/1/61	UCLA	BOX 951606 LOS ANGELES 90095	FRANK HAYNER	310 206 8247

2. How many full-time workers does your firm employ?

1

3. Attach an organizational chart or describe the organization of your firm:



FULL TIME BOAT CAPTAIN UTILIZING A COMPLEMENT OF PART-TIME
PER DIEM EMPLOYEES.

4. Credit references. List at least three recent credit or financial references:

Name	Address	Business relationship	Contact person	Phone number
MARINA FUELS	1 BORA BORA WAY. MDR	FUEL SUPPLIER	PAULY CROGLEE	(310) 823-2444
CAL FED	22000 VENTURA BL WOODLAND HILLS CA 91364	BANK	RODD BARNES	(800) 843-2265
SHORELINE LEASING	13717 FLU WA MDR	VESSEL LEASING	KEN LAURENCE	(310) 571-9171

5. EVIDENCE OF INSURABILITY: ATTACH A POLICY OR COMMITMENT, SHOWING A COMMITMENT TO MAINTAIN insurance coverage meeting the limits and other requirements of Section 3.9 of the Contract.

6. ADDITIONAL INFORMATION (Attach additional pages if necessary):

SEE ATTACHMENT

REQUEST FOR PROPOSALS -- PROPOSER'S CERTIFICATION

On behalf of Proposer PACIFIC ADVENTURE CRUISES, INC., the undersigned certifies, declares and agrees as follows:

1. Absence of Any Conflict of Interest. The Proposer is aware of the provisions of Section 2.180.010 of the Los Angeles County Code and certifies that neither Proposer nor its officers, principals, partners or major shareholders are employees of either the County or another public agency for which the Board of Supervisors is the governing body or a former employee who participated in any way in the development of the Contract or its service specifications within 12 months of the submission of this Proposal.

2. Independent Price Determination. The Proposer certifies that the prices quoted in its Proposal were arrived at independently, without consultation, communication, or agreement with any other Proposer for the purpose of restricting competition.

3. Compliance with County Lobbyist Ordinance. The Proposer is familiar with the requirements of Chapter 2.160 of the Los Angeles County Code. All persons acting on Proposer's behalf have complied with its provisions and will continue to do so pending and subsequent to the award of the Contract by the Board of Supervisors.

4. Antidiscrimination.

(a) In accordance with Section 4.32.010.A of the Los Angeles County Code, all persons employed by the Proposer, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States and the State of California. The following policies and procedures shall be in force and effect over the Contract term: (1) a written policy statement prohibiting discrimination in all phases of employment; (2) periodic self-analysis or utilization analysis of Proposer's work force; (3) a system for determining if Proposer's employment practices are discriminatory against protected groups; and (4) where problem areas are identified in employment practices, a system for taking reasonable corrective action to include establishment of goals or timetables;

OR:

(b) Proposer is exempt from the provisions of Section 4.32.010 because the Contract is for the performance of professional, scientific, expert or technical services of a temporary and occasional character involving only a single individual or an individual or a firm employing less than 10 persons in connection with the performance of such Contract.

5. Consideration of GAIN/GROW Participants for Employment. As a threshold requirement for consideration for Contract award, Proposers shall demonstrate a proven record of hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening. Additionally, Proposers shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and promotional opportunities. Proposers who are unable to meet this requirement shall not be considered for Contract award.

☐ Proposer has a proven record of hiring GAIN/GROW participants (subject to verification; attach proof);

OR:

☒ Proposer is willing to consider GAIN/GROW participants for any future employment opening and to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available.

On behalf of Proposer, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

STEVEN KOFAHL
Name
[Signature]
Signature

PRESIDENT
Title
28 FEB 03
Date

County of Los Angeles – Community Business Enterprise Program (CBE)

Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:FIRM NAME: PACIFIC ADVENTURE CRUISES INC.

☐ I AM NOT ☐ A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.

☐ I AM

☒ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number : _____

- II. **FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Non-Profit ☐ Franchise
☐ Other (Please Specify) _____

Total Number of Employees (including owners): 4

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White	3	1				

- III. **PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.


	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	66 %
Women	%	%	%	%	%	33 %

- IV. **CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS**

ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date

- V. **DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date
STEVEN KOFAL		PRESIDENT	28 FEB 02

CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts submit certifications of Program compliance to the soliciting County department along with their bids or proposals. (In an emergency procurement, as determined by the soliciting County department, these certifications may be provided immediately following the procurement)

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR BID OR PROPOSAL. IN ADDITION, PROVIDE A COPY TO THE CSSD AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

I, (print name) STEVEN KOFALL hereby submit this certification to the (County department) BEACHES & HARBORS, pursuant to the provisions of County Code Section. 2.200.060 and hereby certify that (contractor or association name as shown in bid or proposal), MARINA WATER BUS - PACIFIC ADVENTURE CRUISE, an independently owned or franchiser-owned business (circle one), located at (contractor, or, if an association, associated member address) 520 WASHINGTON BL #FTI, MARINA DEL REY CA 90292 is in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

- 1) Submitted a completed Principal Owner Information Form to the Child Support Services Department;
- 2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and/or California Unemployment Insurance Code Section 1088.5, and will continue to comply with such reporting requirements;
- 3) Fully complied with all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b) or pursuant to applicable provisions of the Uniform Interstate Family Support Act, and will continue to comply with such Orders or Notices.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 28th day of FEBRUARY, 2003 (Month and Year)

at: MARINA DEL REY CA 818-347-3288
(City/State) (Telephone No.)

by: Steven Kofall, PRESIDENT
(Signature of a Principal Owner, an officer, or manager responsible for submission of the Proposal to the County.)

Copy to: Child Support Services Department
Special Projects
P.O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0634

Telephone: (323) 832 7277 or (323) 832-7276

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Bidder is excepted from the Program.

Company Name: <u>PACIFIC ADVENTURE CRUISES, INC.</u>		
Company Address: <u>520 WASHINGTON BL #191</u>		
City: <u>MAZINA DEL REY, CA</u>	State: <u>CA</u>	Zip Code: <u>90252</u>
Telephone Number: <u>310 577 9117</u>		
Solicitation For (Type of Services): <u>WATER BUS - MAZINA DEL REY</u>		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☒ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: <u>STEVEN A. KOFAHL</u>	Title: <u>PRESIDENT</u>
Signature: <u>Steven A. Kofahl</u>	Date: <u>FEBRUARY 28, 2003</u>

EXHIBIT 1 -- PERFORMANCE REQUIREMENT SUMMARY CHART

Key to Performance Requirement Summary Chart:

Column 1: Contract section reference;
Column 2: Contract service for which performance standard is provided;
Column 3: Description of the performance required to satisfy the Contract;
Column 4: How the Contractor's performance may be monitored by the CA;
Column 5: Description of inadequate performance triggering obligation to pay liquidated damages; and
Column 6: The amount of liquidated damages that may be assessed per Discrepancy Report.

1 SEC. #	2 SERVICE	3 PERFORMANCE STANDARD	4 MONITORING	5 DEFICIENCY SUBJECT TO DAMAGES	6 DAMAGES
2.1.3	Office	Contractor maintains local office with listed phone.	Observation	Any failure to maintain office or telephone service	\$100
2.1.4	Communications	Calls of County agents, employees and contractors are returned as specified in Contract.	Observation	Failure to return an urgent call as soon as reasonably possible or a non-urgent call by the next County business day	\$50
2.1.5	Monthly report	Contractor makes monthly written report of the usage of the water bus service.	Review of records	Failure to report.	\$100
2.2.1	Provides Representative	Contractor's Representative available on reasonable notice each business day.	Observation, reports and complaints	Failure to assign or make available CR	\$100
2.2.2.2	Contractor's Employees	Contract personnel shall have no serious misdemeanor, theft or felony conviction.	Review of records	Unreasonable failure to discover or disclose criminal record	\$500
2.2.2.3	Contractor Employees	Contract personnel shall be at their assigned work site during the hours of operation or Contractor must provide replacement personnel.	Observation and review of records	Employee absences without the provision of replacement personnel	\$500 per occurrence
2.3.1	Staffing	Contractor shall provide two crew for each vessel and an employee at each docking site.	Observation	Any failure to provide two operators per boat and one assistant during all hours of operation	\$500 per occurrence.
2.3.1	Maintenance	Operator shall be responsible for all vessel maintenance and upkeep.	Observation	Vessel breakdown resulting in downtime and loss of service to public	\$500 per occurrence

1 SEC. #	2 SERVICE	3 PERFORMANCE STANDARD	4 MONITORING	5 DEFICIENCY SUBJECT TO DAMAGES	6 DAMAGES
2.3.2	Schedule	Operator shall maintain a regular weekly schedule, making all scheduled stops on-time as specified in the Contract.	Observation	Failure to maintain the schedule	\$100
2.3.3	Contractor Licenses	Contractor must possess an active Vessel Common Carrier license issued by the California Public Utilities Commission (CPUC) and any other licenses required for ferry boat operation.	Review of licenses	Any lapse in licenses	\$500
2.3.4	Rules and procedures	Operator shall post facility rules and procedures to ensure that operation is conducted in a safe and efficient manner. Contractor shall operate according to posted rules and procedures.	Observation	Failure to post rules and procedures and failure to operate in accordance with posted rules and procedures causing accidents and/or injuries	\$500
2.3.5	Permits	Operator must obtain Right of Entry Permits to County parcels.	Review of Permits	Failure to obtain permits	\$500
2.3.6	Tickets	Operator will develop a ticket system.	Review of records	Failure to develop ticket system	\$100
2.3.7	Fare	Contractor shall collect fare and keep and deliver accurate records to County.	Review Monthly Report	Failure to keep accurate records and deliver accurate report to County	\$100 per occurrence
2.4	Quality Assurance	The Contractor will observe, at a minimum, the standards set forth in Section 2.4, and acknowledges that the adequacy of its compliance with the Contract shall be measured by these standards as well as all other terms and conditions of the Contract.	Complaints; review of records	Failure to maintain standards set forth in Section 2.4 and Form P-2, Work Plan	\$100
2.4.4	Quality Control Plan	Contractor follows provisions of Contractor's Quality Control Plan	Complaints; review of records	Any departure from quality control plan requirements	\$100
3.9	Insurance	Contractor maintains all required insurance coverages with required liability limits naming County as additional insured and allows no lapse in coverage. Proof of insurance complies with Contract requirements in all respects, including but not limited to state authorization of insurer, presence of each required coverage, and policy limits.	Review of insurance certificate or policy	Any failure to carry coverage in required amounts, lapse in coverage or failure to name County as additional insured	\$100

CONTRACT DISCREPANCY REPORT

Location: _____

1. USER COMPLAINT (to be completed by County personnel)

Today's Date: _____

Contractor: _____

Employee's Name: _____

Date of Unacceptable Performance: _____

Time of Discrepancy: _____

Description of Unacceptable Performance: _____

Signed: _____

County Contract Administrator/Monitor

2. CONTRACTOR RESPONSE (To Be Completed BY Contractor's Representative)

Date Received from County: _____

Explanation of Unacceptable Performance: _____

Signed: _____ Date: _____

Contractor's Representative

IRS NOTICE 1015

(Obtain latest version from IRS website -
<http://ftp.fedworld.gov/pub/irs-pdf/n1015.pdf>)

Department of the Treasury
Internal Revenue Service
Notice 1015
 (Rev. October 2001)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

A change to note. Workers **cannot** claim the EIC if their 2001 investment income (such as interest and dividends) is over \$2,450.

Which Employees Must I Notify About the EIC? You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4**, Employee's Withholding Allowance Certificate.

Note: *You are encouraged to notify each employee whose wages for 2001 are less than \$32,121 that he or she may be eligible for the EIC.*

How and When Must I Notify My Employees? You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2002.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676. You can also get the notice from the IRS Web Site at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2001 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2001 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2001 and owes no tax but is eligible for a credit of \$791, he or she must file a 2001 tax return to get the \$791 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2001 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15, Employer's Tax Guide.

Certainly we would prefer that women seek help while they are pregnant, not after giving birth, to receive proper medical care and counseling. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in a hospital emergency room.

**The California Safely
Surrendered Baby Law:**

Allows a distressed birth parent(s) to legally, confidentially, and safely surrender their baby

Provides a safe place for babies

Protects the parent(s) from arrest or prosecution for abandonment as long as the baby has not been abused or neglected

Does not require that names be given when the baby is surrendered

Permits parents to bring a baby within 3 days of birth to any hospital emergency room in California

**In California, no one ever
has to abandon a child again.**



State of California
Gray Davis, Governor
Health and Human Services Agency
Grantland Johnson, Secretary
Department of Social Services
Rita Saenz, Director

TUB #30 (2/02)

**no shame.
no blame.
no names.**

**now there's a way
to safely surrender
your baby**



What is the Safely Surrendered Baby Law?

It's a new law. Under this law, a person may surrender their baby confidentially. As long as the baby has not been abused or neglected, the person may do so without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for an infant can legally, confidentially and safely surrender their baby within 3 days of birth. All that is required is that the baby be brought to a hospital emergency room in California. If there are additional places, they will be listed on the back of this brochure. As long as the child shows no signs of abuse or neglect, no name or other information is required. A bracelet will be placed on the baby for identification. A matching bracelet will be given to the parent. The bracelet will help connect the parent to the baby if the parent wants the baby back.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows another person to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week.

Does a parent have to tell anything to the people taking the baby?

No. Nothing is required. However, hospital personnel will give the parent a medical information questionnaire that is designed to gather family medical history. This could be very useful in caring for the child but it is up to the parent to complete it.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a foster or pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

What if a parent wants the baby back?

The parent(s) may take the bracelet back to the hospital. Hospital personnel will provide information about the baby.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being hurt or killed because they were abandoned.

You may have heard tragic stories of babies left in dumpsters or public toilets. The persons who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants.

Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

The first birth Safely Surrendered Baby in California

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law.

This baby was the eighteenth child protected under California's Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in a foster home for short-term care while the adoption process was started.

Every baby deserves a chance for a healthy life.
If you or someone you know is considering
giving up a child, learn about your options.

Los Angeles County
Safely
Surrendered
Baby
Hotline



(877)BABY SAFE
Toll Free (877) 222-9723

- Call for Information on How to Safely Surrender a Newborn Infant Under the Safely Surrendered Baby Law
- Referrals Provided to Designated Safe Haven Sites
- Referrals Provided to Other Support Services
- Guaranteed Confidentiality
- 7 Days a Week
- 24 Hours a Day
- English and Spanish and 140 Other Languages Spoken



INFO LINE of Los Angeles has been in business since 1981.
INFO LINE of Los Angeles is an AIRS accredited agency.

Calls from the media should be directed to Thelma Bell or Michele Yoder at (626) 350-1841.

May 8, 2003

To: Each Supervisor
From: Stan Wisniewski, Director
Subject: **ITEM 36 ON MAY 13, 2003 AGENDA**
CONTRACT FOR MARINA DEL REY WATER BUS
SERVICE

You heard from opponents to our proposed contract for the Marina del Rey water bus at your April 29 meeting. We have provided in the attachment a list of issues raised by opponents to the proposed water bus along with our responses.

At its April 9, 2003 meeting, the Small Craft Harbor Commission endorsed my recommendation that your Board approve the contract, and I urge your approval of it at your May 13 meeting.

Please let me know if you need any additional information.

SW:kg

Attachment

C: Each Chief Deputy
Chief Administrative Officer
Executive Officer

Proposed Marina del Rey Water Bus

Public Concerns Raised at the April 29, 2003 Board Meeting

Concern - Proposed water bus use of dock at Fire Department will interfere with Fire boat responses.

Staff Response - The Fire Department supports the water bus' joint use of one of its Fire docks and does not believe it will compromise its public safety program. We have committed to meet on an ongoing basis with Fire personnel to address any issues arising from the use, which, if not resolved, will lead to termination of the water bus' docking privileges.

Concern - Water bus vessels will be too large to safely travel the waterway serving the Fire dock.

Staff Response - The proposed contractor intends to use two vessels to effect the service, the "Miss Cristy" (47 feet long) and "Electric Lady," a solar-electric powered vessel (38 feet long), pictures of both which are attached. A vessel named the "Shoreliner" (65 feet long) is intended as a back-up vessel. The Sheriff's Harbor Patrol is supporting the water bus program (see attached letter). A representative of the Harbor Patrol was on the evaluation panel that recommended the proposed contractor.

Concern - Only one of the four landings and none of the vessels are ADA compliant; no alternate form of accessible transportation is being provided to ensure the disabled have access to this program.

Staff Response - In discussion with the Office of Affirmative Action Compliance, the proposed water bus service will be considered ADA compliant if the following conditions are met:

- At least one of the four docks and one of the vessels in service is ADA compliant.
- An alternative mode of transportation, like a land taxi service, is provided to the disabled upon request for transportation from the ADA compliant water bus dock to any of the three other locations with water bus docks.
- Signage that informs the public regarding ADA accessibility is clearly visible at the four docks and is articulated in brochures promoting the water bus.

We will ensure each of these conditions is met when implementing the water bus program.







COUNTY OF LOS ANGELES

SHERIFF'S DEPARTMENT

DATE April 8, 2003

OFFICE CORRESPONDENCE

FILE NO.

FROM:


SAM DACUS, CAPTAIN
MARINA DEL REY STATION
TO: JOE CHESLER, CHIEF
PLANNING DIVISION
BEACHES & HARBORS
SUBJECT: MARINA DEL REY WATER BUS SERVICE

At your request, my staff has reviewed the proposal for a Marina del Rey Water Bus Service operation and it's impact on safe navigation throughout the marina. Based upon no reported incidents last year involving the water bus service and the proposal for this years operation, we see no appreciable hazard to the navigation of boaters in Marina del Rey.

In you should require any other assistance, please don't hesitate to contact me or any members of my staff.

GT:gt

Department of Beaches and Harbors	
<div style="border: 1px solid black; width: 100px; height: 40px; margin: 0 auto;"></div>	
	Info Act
Director	copy
Chief Deputy Director	copy
Deputy Director	
Executive Assistant	
Admin. Services	Handled
Asset Management	
Facilities Property Mtce	
Community Services	
Planning	copy